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The Solicitors' Journal.

LONDON, APRIL 9, 1864.

THE OPINION at once advanced by this Journal on the 7th of November last upon the impropriety, if not the illegality, of the rule which had been made on the 5th in the Exchequer, with the view of allowing an appeal in the case of the *Alexandra*, has been confirmed by the Lord Chancellor. We urged that rules of court were made for "the benefit of suitors generally, and not *ex post facto* to meet the views of a party to a particular trial"; that the truth of this principle became doubly forcible when the contest was between the Crown and a subject, and the Crown claimed condemnation of the subject's property, and, in addition, the enforcement of penalties and imprisonment. We concluded with the remark, "Such a mode of administering the law may or may not be technically defensible, but no one who has at heart the interests of justice, rather than those of any foreign question, can shut his eyes to the danger and liability of abuse which attend the course too successfully followed for the purpose of disturbing the verdict of the jury in the case of the *Alexandra*." We were certainly astonished, but we did not think it necessary to use stronger language, because in this country any such stretch of power is only an honest mistake, capable of being readily set right by the proper tribunal. The point was taken up by Sir Hugh Cairns in his argument before the House of Lords. The Lord Chancellor, in his judgment delivered there on Wednesday, considered that the Court of Exchequer was not technically wrong in making a rule to meet a particular occasion. So may it be said that Parliament could, technically, pass a law now to reach the *Alexandra* itself before it quits the dock; but the Lord Chancellor has gravely reprehended this one-sided practice—"It was strongly contended for the respondents, that even if the Barons of the Exchequer had the power to make the rules in question, they had no right to make them apply in this proceeding, and that the attempt to do so was unjust. This argument is not, in my opinion, well founded. If the rules are warranted by the 'statute, they may be made applicable to pending proceedings, in the same way in which many enactments contained in the Queen's Remembrancer's Act are so worded as to be applicable at once to any proceedings. If, therefore, these rules were warranted by the statute, there could be no injustice in making them apply to the proceedings, so long as they applied equally and impartially to both sides. Still, my Lords, it is a subject of deep regret that any rule should be made expressly with a view to the determination of a particular case. Four years have elapsed since the passing of the Queen's Remembrancer's Act, and the necessity for these rules had never occurred to the Barons of the Court of Exchequer. On the eve of an argument on a motion for a new trial in this important case, the rules in question are made without the time necessary for due deliberation. The result is, that the efforts which have been made to settle a question of the greatest importance, most essential for the Government, and regarded with great expectations by all classes, have been rendered nugatory; or rather, to make it more clear, the mountain has been in labour, but, with so much labour in it, it produces nothing but the ridiculous issue of a set of discordant opinions."

Mr. TORRENS appears, from our Irish news in another column, to be a very Alexander in his title registration campaigns. South Australia is his kingdom proper. Thence he carried his arms into Tasmania, Victoria, Queensland, and New South Wales, all of which were subdued by the "Torrens' system." Having left the antipodes in subjection, he crossed the sea with his system to the old part of the empire. He invaded England, Scotland, and Ireland, in 1863; the first at the Law Amendment Society in March, the second at the Social Science Association in the summer, and the third at the Chamber of Commerce in November. He had a field day in February of this year, at the Commercial Buildings, in Dublin. Finally, on Friday last, he presses the Lord-Lieutenant in his castle, with a large force of landowners, solicitors, and law reformers. The Duke of Leinster was there, and had thought of bringing his deeds with him as an *argumentum ad materiam*, but by their absence they were the more conspicuous, for they were, the Duke said, too weighty to be brought. The Registration of Titles Association, of the existence of which our readers may hitherto have been unaware, was represented in the Viceregal Presence Chamber by three honorary secretaries. There ought, therefore, to be something in the Torrens' system.

The system may be briefly described as similar to the stock system proposed by the bills of Sir Hugh Cairns, when he was Solicitor-General, with the addition that settlements and trust deeds may be deposited in the registry for reference. In Ireland, the system is intended to commence where the Landed Estates Court leaves off. At present, all that can be had in Ireland is a Parliamentary indefeasible title. When that is gained in any property, conveyancing and title proceed in the old manner, until, after a greater or less interval, the clearance be repeated by gaining a new indefeasible title. In England title registration differs from the Torrens' system in admitting equities on the register, and in allowing a continuance of the old mode of conveyancing in dealing with the registered property.

If the argument recently used in this Journal, that the smallness of the business in the Registry Office in Lincoln's-inn-fields proves the Land Transfer Act to be either ill in itself or ill-adapted to an old country, be applied in an opposite sense to Australia, the Torrens' system must be both good and well-adapted to the circumstances in that new country. Then, as to Ireland, the chairman at a meeting of the Royal Dublin Society, held in the evening of the day when the proceedings before the Lord Lieutenant took place, and also reported in this number of our Journal, reasoned that the Landed Estates Court had made Ireland a new country *quoad* Mr. Torrens' system. Besides, in the address read to the Lord Lieutenant, New South Wales is claimed as an old country. Is it not of seventy years growth? And is not that old compared with other colonies whose archives go back only seven years?

Petitions for the Torrens' system have been signed by nine grand juries in Ireland, by the chairmen of the North and South Dublin Unions, on behalf of their respective boards of guardians, and by numerous and influential representatives of the landed and mercantile interests; and the Dublin Corporation and Belfast Chamber of Commerce have pronounced favourably.

The system was handed to the Lord Lieutenant in the shape of a bill. After hearing plentiful speeches, for which we refer to our report, he reserved his own opinion. But two points were clear to him—first, that it would be most expedient and desirable to simplify in all respects the transfer of land; and, secondly, that there could be no doubt of the weighty character of the deputation which had attended. He hoped, on the part of the Government, that the representations made would receive impartial and attentive consideration. It was a matter for the attention of the law advisers of the Crown: with them and his colleagues in the Government the Lord Lieutenant would be very happy to confer, and to bring about a result conformable to the wishes of the Torrens registrationists.

THE LISTS OF ARREARS in the courts of common law for the forthcoming Easter Term have been issued. In the Queen's Bench the number is 54; in the Common Pleas, 43; and in the Exchequer, 24. In the Queen's Bench there are 20 new trial rules—1 for judgment, and 19 for argument; in the Common Pleas, 14 new trial rules; and in the Exchequer, 9, of which 8 are for argument. In the Queen's Bench there are 27 rules in the special paper, and 7 enlarged rules; in the Common Pleas, 3 enlarged rules, 3 matters for the decision of the Court, and 23 demurrers entered, whilst in the Exchequer there are 4 errors and appeals; in the Exchequer Chamber, 2 rules in the peremptory paper, and 8 in the special paper—1 for judgment, and 7 for argument.

The LORD CHANCELLOR will receive the judges, Queen's counsel, &c., at his Lordship's residence, No. 1, Upper Hyde Park-gardens, on Friday next (the first day of Easter Term), at twelve o'clock.

REMOTENESS OF DAMAGE.

In noticing the principal decisions in the current business of the courts, the structure of flimsy distinctions built upon some artificial base of law, or the unreal presumptions invented to square with some legal fiction, have occasionally been brought to our readers' attention. There often occurs a difficulty of the opposite kind. It is not quite so formidable a difficulty as one lately discussed here—the determination by the Court whether a contract between two competent persons, or rather between a competent person and a certain sort of corporation, be reasonable; yet it is the no slight difficulty of applying to particular circumstances a rule which is sound, but is enunciated in terms of general reference to circumstances. Thus, grounds of damage which are not admissible are classed in Mayne (p. 14) under the general head of remoteness; damage being deemed to be remote, when, although arising out of the cause of action it does not so immediately and necessarily flow from it, as that the offending party can be made responsible for it. "The first, and in fact the only inquiry in all these cases is," says the author, "whether the damage complained of is the natural and reasonable result from the defendant's act; it will assume this character if it can be shown to be such a consequence as, in the ordinary course of things, would flow from the act; or, in cases of contract, if it appears to have been contemplated by both parties." This may possibly be the best general rule which can be laid down; but what is the ordinary course of things, or how far the contemplation of the parties reaches in any particular case, are points upon which minds may well disagree. So many elements enter into the determination of these questions, and so much depends upon the habit of mind formed from experience in the circumstances of the transaction, that the conclusions of a judge, and those of a practical man, are most likely to differ upon the right to damages, especially where there has been a contract. The recent case of *Duckworth* v. *Ewart*, in the Exchequer, 12 W. R. 608, affords a remarkable instance of disappointment to the suitor, as well as of disagreement between the judges themselves, on the remoteness of damage.

The owners of some building land, who were erecting houses on it, had charged it with £270 in favour of certain persons, next mortgaged it to a building society for £4,300, then mortgaged it to the defendant for £350, and subsequently made two other mortgages of it for £100 and £135 respectively. By a deed between all the incumbrancers except the building society, the owners, and the plaintiff, after recitals of the incumbrances, and that the owners were indebted to the plaintiff in divers sums, and were unable to complete the houses, the property, in consideration of an advance by the plaintiff, to pay the charge of £270, was conveyed to him, subject to the society's mortgage, upon trust, at his discretion, to sell, and out of the proceeds, after payment of the expenses of the deed and the sale, to pay the society's mortgage debt, next the defendant's, next the plaintiff's advance and all charges incurred by him about the trusts, next the mortgage debts of £100 and £135, and the surplus to the owners. There was a proviso that the plaintiff might enter and complete the houses, and that the moneys so expended should be charged on the property first after the society's mortgage. Power was given to the plaintiff to raise £5,000 for the purposes of the trusts by mortgage, in priority over all but the society's mortgage; and there was a covenant by the defendant that he would execute all such assurances for enabling the plaintiff to execute the powers of the deed as should reasonably be required, and would postpone his security to any mortgage which might be created in exercise of the power. After the execution of the deed, the plaintiff, acting under it, expended on the land, or made himself liable for, £1,100. He also arranged with the society to accept £4,100 in satisfaction of their debt, and contracted with certain persons for a loan of £5,000 on mortgage of the property. A draft mortgage was prepared, and approved by the solicitor of the defendant on his behalf, and all other parties. The draft was engrossed, and a meeting appointed to complete. All parties interested attended, including the proposed mortgagee, with his money, and persons on behalf of the society to receive the £4,100. The defendant came, wtth his solicitor, but refused to execute the mortgage, and the transaction went off. The result was, that the society, under a power of sale in its mortgage, sold the property, at a forced sale, for £4,510, which was exhausted in paying the society's debt and expenses. The plaintiff brought his action on the covenant. The value of the property, in the usual conflict of such evidence, was, on the plaintiff's behalf, put at £7,530, for building purposes; on the defendant's, at £4,375.

There was no doubt that the defendant was liable for the expenses of the abortive mortgage: the question was, whether he was liable for any further damage, as, for damage to the amount of £900, the difference between £4,100 and the £5,000, which £900 would have been applicable towards repaying the plaintiff his outlay of £1,100, and for further damage in respect of any excess of the value of the land, regarded as building land, over the sum for which it was sold by the society. Respecting the £900, Martin, B., considered that the failure to the plaintiff of the benefit of it was a direct and immediate damage, consequent upon the defendant's breach of covenant; but Bramwell, B., who delivered the judgment of himself and Pollock, C.B., compared the positions of the plaintiff without and with the £5,000. Had the contract been fulfilled, he would have had an estate in debt to him £200, subject to a mortgage of £5,000; after the breach, he had an estate in debt to him £1,100, subject to a mortgage for £4,100. His positions, therefore, so far, were the same. This appears to be the more correct view. The plaintiff would, in fact, by raising the £5,000, have only been benefitted to the extent of borrowing, in addition to the £4,100 to pay the society, £900 to pay himself. The £900 would not have been really repaid to him out of his security on the property. The substantial question, therefore, was, ought the defendant to be held liable for the loss accruing to the plaintiff's security from the sale by the society? Was this loss either "such a consequence as, in the ordinary course of things, would flow from the act" of the defendant in the contract, or was it "contemplated by both parties?"

Mr. Baron Alderson, on whose statement of the law in *Hadley* v. *Baxendale*, 2 W. R. 302, the proposition in Mayne is founded, not only laid down that damages should be such as might reasonably be supposed to have been in the contemplation of the parties, but, further, that if there were special circumstances, and they were communicated to the party who had broken the contract, then such special circumstances, being known,

were in the contemplation of the parties. In the case before Mr. Baron Alderson, from the delay of the defendant, a carrier, in the delivery to an engineer of a broken shaft of a mill, to serve as a model for a new shaft, the work at the mill was stopped, and damage was claimed for loss by the stoppage. The Court said it was obvious that in the generality of cases of a miller sending a broken shaft, those consequences would not follow. The special circumstances were not communicated, and were entirely unknown to the defendant. Therefore, the loss of profits from the stoppage of the mill ought not to be taken into consideration. In the deed in *Duckworth* v. *Ewart*, the object contemplated by the parties was to place the mortgaged property under the control of the plaintiff, in consideration of his coming forward to pay the first charge and expend money on the buildings. Hence there were given to him powers of sale and mortgage with a view of his being enabled, on the defendant's concurrence, to take the security out of the power of the first mortgagee, the society. If the deed did not mean this, it meant nothing. We are unable, therefore, as regards the contract, to appreciate the reasoning of Bramwell, B. "The defendant may be the *causa sine qua non*, but he is not the *causa causans* of the alleged loss. If the intended mortgagee had not insisted on the defendant's execution, if the first mortgagees had not had a power of sale, if they had not exercised it, if another mortgagee had been found, if the plaintiff had purchased, if the sale had been favourable, the loss would not have happened. Nay, if the plaintiff had paid the defendant his claim—£350—it would not have happened. The defendant is not the cause of these things happening and not happening." We should submit that, as these specific things were, by the character of the contract, all in the contemplation of the parties, the defendant, for the purposes of the contract, was the *causa causans* of their happening and not happening. No mortgagee could have been advised to take the security for the £5,000 over the defendant's head without his concurrence, inasmuch as his contract to give priority to such a mortgage was executory, and dependent on an admission of the plaintiff's outlay. Again, it was known to the defendant that the first mortgagee had a power of sale. The execution of that power was in the contemplation of the parties as the very thing to be guarded against by the exercise of the plaintiff's powers. As to finding another mortgagee, that would not have mended the matter, as the defendant did not object to the particular mortgagee found, but to the execution of the postponement of his own security. As to the plaintiff's purchasing, it was out of the question, when the transaction was one of loan by him to be repaid by his sale or mortgage; and, as to the sale being favourable, it was contrary to the contemplation of the parties that a sale by a mortgagee, necessarily or presumably forced, would be favourable. If the case rested there, we should, on the authority of *Hadley* v. *Baxendale*, feel at liberty to concur in the opinion of Martin, B., who here also differed from the rest of the Court, that the plaintiff was entitled to damages for any loss upon the sale.

Admitting all this, however, there would be great difficulty in establishing a claim to damage for loss upon the sale of the land, because, as remarked by Bramwell, B., there is no market price for land. Hence it becomes almost impossible to fix on any act of a defendant, not done to or immediately affecting the land, as a *causa causans* of loss in the sale of land. It did not appear, in the recent case before the Exchequer, "whether the bad sale was owing to the state of the money market, or to an absence of purchasers on a wet day, or a neighbouring race, or other object of attraction." Bramwell, B., referred, on the point of the remoteness of damage, to *Tyrer* v. *King*, 2 Car. & Kir. 149, where an auctioneer, who, two years before, had been commissioned to sell certain premises, sold them to the plaintiff; some time afterwards, however, he informed the plaintiff that the premises had been sold by the defendant himself, and that the defendant could not execute the contract. Cresswell, J., thought, in that case, that the plaintiff was not entitled to recover anything for the loss of his bargain. But although that case was now relied on by the Exchequer as an authority for its decision, that any loss in the sale by the mortgagees was too remote for damages, the reader will bear in mind that in the sale of land there is, in the absence of fraud, an implied convention between the contracting parties that the contract only holds good in case the vendor can show title, so that the purchaser shall not recover anything, on default, but his deposit and expenses. In order to steer clear of the dangers involved in attempting to enforce such a covenant as that in *Duckworth* v. *Ewart*, the only advice which we can offer to our readers is to introduce a stipulation that, on breach, the covenantor shall be liable in a specified sum as liquidated damages.

EQUITY.

Misdescription of Real Estate as a Subject of Contract.

Last week we considered some peculiarities of real estate as the subject-matter of contract, and, in particular, what constituted such misrepresentation of fact as was sufficient to expose the vendor to the risk of an action at law to recover back the deposit (if any), and to preclude him from enforcing the contract in a court of equity, or even to enable the purchaser to have it set aside on the ground of misrepresentation or substantial variance. Now, we have to consider another species of misrepresentations—viz, of law; that is, where the mistake or misrepresentation is not as to the physical subject of contract, but rather as to some phase of property in it—the nature of the vendor's interest, or the restrictive rights of others, to which his enjoyment of it is subject. The two kinds of misrepresentation are generically distinct, but, practically, it is sometimes not easy to draw the line between them. Thus, in *Price* v. *Macaulay*, 2 De G. M. & G. 339, where a lot was offered by auction, and described as "being sold with a reservoir and waterworks yielding a yearly rent of £60, exclusively of the land and buildings," and it appeared that the rent consisted of water rents paid by the occupiers of houses, which were separated from the reservoirs by property over which the vendors had merely a right of way to carry the water, by a license from year to year under a rent, the Lords Justices held that the description was a misrepresentation, calculated to produce an erroneous impression as to the nature and value of the property, and, therefore, that the vendor was not entitled to specific performance. In this case of *Price* v. *Macaulay*, the representation of fact was, in ordinary parlance, substantially correct, as the reservoir and waterworks did unquestionably yield, although indirectly, the annual rent specified; and it would not probably occur to ordinary persons, who were unaccustomed to see such matters in their legal aspects, that in the eye of the law it made all the difference in the world, that the right to the rents was dependent on a license, which might some day become forfeited or revocable, and thus the actual property in the reservoir and waterworks be of little or no value, or at least of uncertain duration in point of ownership, to the purchaser. This is an illustration of the necessity for having regard in the particulars, not merely to the physical features and condition of the property, but also to its legal condition and value.

Lachlan v. *Reynolds*, Kay, 52, is another instance of making a statement which might be sufficient in point of fact, and yet not be fair or sufficient in point of law. The statement there was as follows:—"Lot 12 comprises No. 13, York-place, at present in the occupation of Mrs. Clarke, at a rental per annum of £42;" and the particulars further stated that the premises might be viewed

by permission of the tenant. The purchaser's solicitor made a requisition for a copy of any agreement with the tenant, or that the vendor should produce evidence of the tenancy according to these particulars. In reply to which it was stated that the tenant, in fact, held under some person who had illegally obtained possession of the premises, and whom it would be necessary to eject, should the tenant not consent to attorn to the purchaser. On the part of the vendor it was argued that, as the purchaser bought the property merely for investment, and that as the occupant might be ejected forthwith, the question was one merely of compensation, in case of delay. But Vice-Chancellor Wood thought otherwise, being of opinion that the fair construction of the statement in the particulars was, that Mrs. Clarke was tenant to the vendors themselves, for a limited period, at the specified rent, and he therefore discharged the purchaser from the contract. "If," he said, "there be one thing which the Court insists upon more than another, in dealings between vendor and purchaser, it is that there should be perfectly good faith on the part of the vendor in the representations which he makes to the purchaser . . . the vendors knew that the possession was hostile, and (in effect) they represented it as the possession of their own tenant; and that is quite enough to justify me in saying that I will not hold the purchaser bound by a contract to purchase which he made upon the faith of that representation."

The last mentioned two cases show that although particulars may be (as far as they go) correct in point of fact, or rather of expression, yet they may be insufficient, and really deceptive, in point of law. It sometimes happens that from ignorance or inadvertence, terms with a definite legal meaning are applied inaccurately, and mistakes of this kind produce the same kind of results as those which follow from misrepresentations of fact relating to the land itself, or from implied misrepresentations of its legal position. Where the property is not in consideration of law such as is represented by the particulars, the misdescription will be fatal to the contract; as, *ex. gr.*, where leasehold or copyhold is described as freehold. In *Ayles* v. *Cox*, 16 Beav. 23, Sir J. Romilly, M.R., pushed the rule very far when he held that where property which was sold as copyhold turned out to be partly freehold, even there the purchaser could not be compelled to complete the contract; although, of course, freehold tenure is in point of law superior to copyhold, and therefore the purchaser's objection amounted merely to this, that he was getting for his money something better than what he had bargained for. "It is impossible," said his Honour, "to enter into consideration of the different motives which may induce a person to prefer property of one tenure to another. The motives and fancies of mankind are infinite; and it is unnecessary for a man who has contracted to purchase one thing to explain why he refuses to accept another." The same learned judge, in a case (*Cox* v. *Coventon*, 31 Beav. 378) more recently before him, took an equally strict view of the rights of a purchaser, of having the *very thing*, in fact and in law, which he contracted to purchase, or otherwise of putting an end to the contract. In that case, redeemed land tax amounting to £41 per annum was sold by auction in one lot. The particulars represented £3 14s. part of this sum as charged on *three* houses, whereas it turned out, in fact, that the £3 14s. was made up of three sums each charged separately on one of the houses. His Honour held this misdescription fatal, because the charge of £3 14s. could not be levied indiscriminately upon any one of the three houses, but each portion of it was leviable only on one of them. "It is manifest," said his Honour, "that several sums of money, each to be levied on a separate house, held by a separate proprietor, is a very different matter, in point of value, to one consolidated sum leviable on the whole property. The security is less, and the expense of it is greater. It is true, in the present condition of the occupation of this property, the whole amount charged is leviable in one sum and on one proprietor; but there is no security that this will be continued indefinitely, and it might come to a close at a very early period." The only question, therefore, was, whether the variance was such as might be compensated for by a reduction in the price; but the Master of the Rolls was of opinion that it was not, because of the essential difference between the thing offered for sale and the thing sold, so that the value of it could not be ascertained in a satisfactory manner. "It is true," he said, "that it might be that one or more valuers might put a money value on this difference; but I am of opinion that this would be merely arbitrary; that it could not be reduced to any fixed rule, or to any approximation of it. There do not exist, in my opinion, the elements by which, in the present case, it would be possible for the Court to form an accurate and trustworthy estimate of the difference in the value" of charges varying from twenty-one shillings to twenty-four shillings on separate tenements, and a charge leviable out of three tenements. In this case, therefore, the misdescription was held to avoid the whole contract. See also the recent cases of *Fairhead* v. *Southee*, 11 W. R. 739; *Clarke* v. *Macintosh*, 11 W. R. 652; *Hughes* v. *Jones*, 10 W. R. 139, and *Turner* v. *West Bromwich Union*, 9 W. R. 155.

So, where the particulars described a copyhold estate, consisting of eleven dwelling-houses, with gardens, as being let on lease at a net annual *ground-rent* of £42, and, in fact, it turned out that the rent might fairly be deemed a rack rent, Lord Eldon held that the contract was not enforceable: *Stewart* v. *Allison*, 1 Mer. 26. "The subject of the contract," said his Lordship in that case, "does not answer the vendor's *description* of it; and that, in a point so material as to exclude the doctrine of compensation, which ought never to be applied in a case like the present." *Evans* v. *Robins*, Ex., 10 W. R. 776, is another case where this term ground-rent was improperly used; and, as a consequence, the purchaser was entitled to the return of his deposit, the misdescription being such as did not come within the usual condition as to compensation in respect of errors. The property was described in the particulars as "a freehold ground-rent, arising out of and secured" upon certain houses, with a right to the reversion. It turned out, however, to be an annual sum payable by a lessee in respect of certain rights over a piece of land which were granted to the lessee subject to this annual sum, and which he covenanted to pay. It was, in fact, a mere payment in compensation for a license to use a piece of garden ground, and it was open to question whether it was more than a mere sum in gross, resting on personal covenant alone. But a rent in general issues out of lands or tenements of a corporeal nature, whereto the grantee may have recourse to distrain. It was, therefore, a substantial misdescription to call this annual sum, payable by way of compensation for the use of the garden, a ground-rent, although the misdescription is one which might easily be made by a person whose attention was not called to the point.

The case of *Bartlett* v. *Salmon*, 6 De G. M. & G. 33, 4 W. R. 32, however, shows that the mere misuse of the term ground-rent is not *always* conclusive, for example, as in that case where the *rack-rent* had also been stated, and there the misdescription was held to be immaterial, because it was impossible for the purchaser to say that he had been deceived.

In *Bartlett* v. *Salmon*, Lord Cranworth gave a definition of the term "ground-rent." "The term," he said, "is well understood, and has a definite meaning; it is the sum paid by the owner or builder of houses for the use of land to build on, and is, therefore, much under what it lets for when it has been built on. If a person describe property now built on as property for which he paid a ground-rent of £50, and it turned out that what he paid was not ground-rent, but something else, this would be a sort of misleading of the person purchasing. That, however, cannot be said to be the case, when the same advertisement which speaks of the ground-rent, mentioned also

the value of the rack-rent; for then it becomes immaterial what the charge is called, whether it is called groundrent or by some other name." The mere misuse of a word, therefore, even of an important one, with a technical meaning, will not of itself amount to a misdescription which will vitiate the contract where there is no risk of the purchaser being deceived, and the mere meaning of the word, as used by the vendor, is obvious in other parts of the description itself.

In the sale of leaseholds it is important in the description of the property to bear in mind the distinction between an original lease and an underlease. Where the interest to be sold is an underlease, it should be so described. It is not enough to say that the interest is in the residue of a term, without saying anything more; for, as Vice-Chancellor Knight Bruce said in *Madeley* v. *Booth*, 2 De G. & Sm. 722, "a title under an underlease is not substantially the same thing as the assignment of the original term in the property. Among the inconveniences incident to an underlease, as distinguished from an assignment of the original term, it is sufficient to mention that if the under-tenant were to tender the rent to the head landlord, he would not be bound to accept that tender. There is no privity of contract, in fact or in law, between the head landlord and the under-tenant." However, the decision of Vice-Chancellor Wood, in *Darlington* v. *Hamilton*, Kay, 558, throws some doubt upon the authority of the last-mentioned case, as Vice-Chancellor Wood there expressed an opinion that an under-lessee might safely sell his underlease, describing it as a lease; and the point is mentioned, not so much with the view of laying down a proposition of law, as for the purpose of showing the care that is necessary in the use of technical language when describing the particulars of sale.

Disability of Infants.

Infants are capable of taking an estate by descent, or by purchase, and of receiving seisin either in person or by attorney; and copyholds may be surrendered to the use of an infant, and he may be admitted to them; and, speaking generally, he may do of his own accord, as completely and irrevocably as a person of full age, any lawful act which he is compellable by any means to do (Macpherson, 455) *ex. gr.*, he may admit a copyholder; and so, when attornment was necessary, his attornment to a grant by deed only was good, where he was compellable to attorn if a fine had been levied.

But an infant is under a certain disability of *contracting*. There is not an *absolute* incapacity in an infant to enter into a contract relating to real estate, although, as a general rule, all deeds executed by an infant are voidable, if not void, as against him. It has been held that an infant may grant a valid lease, when it is manifestly to his advantage to do so; and if, after attaining majority, he accepts rent from the lessee, or does other acts affirmatory of the contract, the lease will *primâ facie* be deemed to have been a beneficial one, and will be binding upon him. And so, if the infant himself be a lessee, and remains in possession of property demised to him, and pays rent after he attains his majority, he cannot subsequently repudiate the lease. On the contrary, after having so affirmed it, he will be liable for the payment of any arrears that accrued due during his minority, because he has affirmed it. Thus the rule that an infant cannot bind himself by any deed, or alien his land, is subject to some exceptions; and it may be stated generally, as an exception, that, where, upon the face of the deed, the transaction is for the benefit of the infant, it is not void, but voidable only. It may be confirmed by him upon attaining his majority, but may also be then abandoned by him, or, should he die under age, or without having affirmed the deed, the like privilege descends to his representatives. The question in most of these cases of *ratification* arises where it is not evidenced by writing, or any formal act on the part of the infant who has attained age, but is sought to be made out by mere acquiescence or conduct. The disability of the infant is the same, whether he be vendor or purchaser, and, in both cases, the incapacity which the law attributes to him is intended to be a shield to protect him from unequal contracts to which, otherwise, his want of discretion might expose him. He will, therefore, not be allowed to use the privilege as a sword to inflict injury on others. An infant has not (no more than a married woman has) a privilege to commit a fraud; and a sale or purchase by an infant, upon a false representation of his having attained his majority —whereby the other party was defrauded—would, no doubt, be relieved against in equity; and if he contract to purchase an estate, and pay a deposit, he cannot, in the absence of fraud, recover it back, because he declines to complete the purchase. If, indeed, he could show that a fraud had been practised upon him, the case would be different. The general rule is, that where an infant pays money on the footing of a contract, he cannot afterwards recover it back, as was distinctly laid down by the Lords Justices in the case of *Ex parte Taylor*, 8 D. M. & G. 254.

The difficulty has sometimes arisen of adjusting the equities between the parties to a contract where, on the one side, is an infant falsely representing himself to be of full age, and, on the other side, is a person purporting to contract with him on that footing, but yet, in fact, knowing that he was an infant, and, therefore, not being deceived by his misrepresentation. That was the case in *Nelson* v. *Stocker*, 4 De G. & J. 458. There a young man of the age of seventeen, previous to his marriage with a lady of thirty-two, who was possessed of personal property, executed a marriage settlement, by which he covenanted to pay £1,000 to the trustees. Before executing the settlement he was asked by the solicitor for the lady whether he was of age, to which he replied that he "believed he was;" and, accordingly, he was described as of full age in the entry in the marriage register. The Lords Justices, however, upon the evidence, were satisfied that the lady was aware that her intended husband was decidedly a minor. After the marriage, the young gentleman received his wife's personal estate, and upon her death he refused to pay the £1,000 according to the covenant. Under these circumstances, Vice-Chancellor Stuart decided that the infant having made a fraudulent representation, was bound to make it good; but the Lords Justices considered that the lady not being in fact deceived, the fraud was not such as would induce the Court to afford the relief asked—that was, to enforce the performance of the covenant.

Sir G. Turner, L.J., thus states the law as it stands at present:—"The law has, for the wisest reasons, thrown around infants a protection against acts done by them during their infancy; and the policy of the law cannot be maintained if this privilege of infancy be allowed to be broken in upon on slight and insufficient grounds. If the contracts of infants with persons who know them to be under age are held to be binding, upon the ground that the infants represented themselves to be of age, there will hardly be a case in which the plea of infancy will be of any effect, and the door will be open to all the frauds against infants which the law was intended to protect them from. The privilege of infancy is a legal privilege. On the one hand, it cannot be used by infants for the purposes of fraud. On the other hand, it cannot, I think, be allowed to be infringed upon by persons who, knowing of the infancy, must be taken also to know of the legal consequences which attach to it."

So much as to an infant's incapacity for the purpose of contract. An exception is allowed by the custom of gavelkind, according to which an heir (*i. e.*, a person who took the land by descent) may, at the age of fifteen, convey, for valuable consideration, an estate in possession, the conveyance being by feoffment, and the livery of seisin being delivered by him in person.

Now, as to the *execution of powers by an infant*. An infant is incapable of exercising a power over real estate, except it be a power simply collateral or in gross, or where he is a mere instrument in the hands of another,

and his own interest is not concerned. In the recent case of *King* v. *Bellord* (1863), 1 Hem. & Mill. 343, the question was raised, whether an infant was capable of executing a power in the nature of a trust, and Vice-Chancellor Wood held that he was not. There, one of devisees, on a discretionary trust for sale, was an infant; and the trustees having contracted to sell, the purchaser filed his bill for a specific performance of the contract; but the Vice-Chancellor decided that it was void, and dismissed the bill upon the ground that, although an infant might execute a power where he was the mere conduit-pipe of the will of the donor of the power, yet he could not confer upon the infant the capacity to contract which the law denied him.

An infant, therefore, ought not to be appointed "*a trustee*," as a trustee may be required in the execution of his trust not only to enter into contracts, but also in various matters to exercise a discretion of which the law considers him incapable.

The 1 Will. 4, c. 65, contains various provision relating to the surrender of leases and acceptance of new leases by infants, or their guardians, as well as by married women, and also to the granting of new leases under the direction of the Court of Chancery; and the Leases and Sales of Settled Estates Act has given the Court power to sell or lease lands belonging to infants and other persons under disability.

The Wills Act (34 & 35 Hen. 8, c. 5) excluded from its provisions infants and persons of unsound mind, as well as married women; and it seem to have done so, because the original Wills Act, 32 Hen. 8, might possibly have been construed to include these classes of persons. The disability of infancy or lunacy, however, differs in its nature from that arising from coverture. The latter arises from civil policy, and is incidental to the contract of marriage, and may, therefore, be dispensed with (so far, at least, as the *jus disponendi* is concerned) by the contracting parties. But infancy, and still more lunacy, implies a species of natural incapacity, which the law will not allow to be waived or overlooked by contracting parties.

Before the Statute of Wills (1 Vict. c. 26) males of the age of fourteen years, and females of the age of twelve, were no doubt allowed to dispose of personalty by will; but this was probably because, in former times, personalty was of, comparatively, very trifling importance as a species of property; and such wills were generally intended to operate only upon articles of trifling value, but of personal interest, which persons so young would be likely to possess. But in some places there was a "custom" which enabled infants of a reasonable age to dispose of real estate and, by the 12 Car. 2, c. 24, a father under age might, by deed or will, appoint a guardian for his children. But now 1 Vict. c. 26 provides (section 7) that "no will made by any person under the age of twenty-one shall be valid," thus putting an end to the old distinction between wills of real and wills of personal estate, in regard to the age of testamentary competency, and taking away the power which infant fathers had, under the statute of Charles, to appoint guardians by will.

Infants, *femes covert*, and insane persons, are not incapacitated from taking by devise or bequest, though they cannot manifest their acceptance. Acceptance will be presumed, unless such presumption would work injury to the devisee or legatee. But if an estate is given to an infant upon an express condition he will be bound to perform it.

Under the Infants' Settlement Act (18 & 19 Vict. c. 43), a male infant twenty years or over, and a female seventeen years or over, may, under the direction of the Court of Chancery, make a valid settlement in contemplation of marriage.

REAL PROPERTY LAW.

Constructive Conversion.

It has long been established that where real estate is directed, or articled, or agreed to be sold, it becomes personalty, and shall go accordingly; and, *e converso*, as to money directed, articled, or agreed to be laid out in land. It will be considered as real, and not personal, estate. In other words, there is a constructive conversion of the property in either case; and this conversion may take place either by means of a will, a settlement, a contract, or a covenant to convey the land or pay the money. When there is conversion, actual or constructive, all, or nearly all, the incidents of that kind of property into which the conversion has been made attaches to it. Thus, for instance, where money is directed or covenanted to be laid out in land, it will descend as land; and, by the 3 & 4 Will. 4, c. 104, it is treated as being liable only as other real assets are liable to the payment of simple contract debts. It has been held to be subject to tenancy by the curtesy, and now (3 & 4 Will. 4, c. 105) that married women are dowable out of equitable estates, no doubt money directed or contracted to be laid out in land would be subject to the dower of a married woman; although previous to that Act it was not so, because she was not dowable out of an equitable estate; and, of course, it was only in equity that the money was considered as land. Before the Dower Act this was one of the very few instances in which the constructive conversion did not carry with it *all* the incidents of actual conversion. Escheat is another, and, perhaps, the only other exception; and, upon the same ground, there is no escheat of an equitable estate. Money directed or contracted to be laid out in land, does not pass as money by a general bequest, but passes under a general devise. This doctrine of constructive conversion rests upon the equitable maxim, that equity regards that as done which ought to have been done. Equity considers that any person claiming property under a will, or settlement, or articles absolutely directing its conversion, must take it in the character which such instrument has impressed upon it, and that the subsequent devolution of the property should be governed by the rules which are applicable to property of the character intended by the instrument; and this doctrine is entirely reasonable; for it would be manifestly unfair that the condition of the property and the interest in it, as between the representatives of the party beneficially interested, should depend on the acts of persons whose duty it was to make the conversion. Where it is clear that the conversion *ought* to have been made, a court of equity will look upon it as having been made, although it may not have been made in fact. Questions about conversion usually arise between the heir and the personal representatives of the person who took under the will or settlement, but who died before the land was converted into money, or the money into land; and some cases may be mentioned for the purpose, no only of showing the distinctions that have been drawn by courts of equity, but also of showing the manner in which these questions arise. They will, at the same time, serve to give some notion of certain qualifications of the general doctrine that may now be regarded as well settled.

Having, then, ascertained what the doctrine is in its most general expression, let us see what are the main restrictions and qualifications to which it has been pronounced subject. The first and leading restriction is that a mere optional direction to convert will not be sufficient to operate constructive conversion; unless, indeed, it be evident that although the terms of the direction or trust seem to be optional, the trusts or limitations declared of the property are such as would be applicable only to the property in its converted state: *De Beauvoir* v. *De Beauvoir*, 3 Ho. of Lds. Cas. 524. In such a case the option would be inconsistent with the whole scheme of the will or settlement, and, of course, the desire of any court of equity would be to give effect to the real intention of the settlor or devisor. But where an option or discretion is really given—where expressly or impliedly an actual sale or purchase is not imperatively directed—the doctrine of constructive conversion does not apply, and the property will be considered as real or personal, according to the actual condition in which it is found.

Another important qualification of the general rule was established by the celebrated case of *Ackroyd* v. *Smithson*, 1 Bro. C. C. 503, in which Lord Eldon, then Mr. Scott, held his first important brief, and delivered the famous argument which had the effect of changing Lord Thurlow's opinion, and of laying down a rule which has ever since been acted upon. In that case the testator gave several legacies, and ordered his real and personal estate to be sold, his debts and legacies to be paid out of the proceeds arising from the sale, and he gave the residue in certain shares among the legatees. Two of the residuary legatees died in the lifetime of the testator. There was therefore a *lapse* of their shares, and the question was whether such shares belonged to the next of kin or the heir-at-law. It was contended for the next of kin that there having been an absolute direction to sell, there was constructive conversion of the real estate into personalty, and, therefore, that the lapsed shares went wholly to the next of kin, and such was Sir T. Sewell's judgment, and also Lord Thurlow's first opinion. Upon hearing Mr. Scott's argument, however, he decided that, so far as the lapsed shares were constituted of personal estate, they went to the next of kin, and so far as they were constituted of real estate, they went to the heir-at-law. It has ever since been a settled rule that where a devisor directs real estate to be sold, and the produce applied for a purpose which either wholly or partially fails, so far there is a resulting trust to the heir-at-law (assuming of course that there is no residuary devise), and not to the next of kin; and there will be this resulting trust, even though the land has been *actually sold*, and the heir would thus take a sum of money instead of the land itself. Another mode of stating the same rule is (1 Jarm. 590), that "every conversion directed by a will, however absolute in its terms, will be deemed to be a conversion *for the purposes of the will only*, unless the testator distinctly indicates an intention that on the failure of those purposes, the conversion is to prevail as between the persons on whom the law casts the real and personal property of an intestate—viz., the heir and the next of kin." For all the purposes of the will, and so far as it is necessary to give them effect; there will be conversion (constructive if not actual); and even where actual conversion has taken place, it is considered that *ultra* the purposes of the will the property remains unconverted, and so much as is left after effecting the purposes of the will, descends according to its original quality to the heir or next of kin, as the case may be.

But this question of the descendible quality of the property arises not only between the heir and the next of kin (or between the residuary devisee or legatee) of a testator himself, but it also sometimes arises between persons standing in the same relation to the *heir* of the testator. Suppose a devisor directs particular land to be sold, and the produce divided between his two younger sons, who both die in his lifetime. There, the purpose of the will having wholly failed, there would be no conversion, and the entire interest in the land would go to the heir, as land unconverted, and upon the death of the heir without a will, would descend upon *his* heir, entirely unaffected by the original direction to sell and convert the land into money. Assume that only one of the younger sons died in the lifetime of the testator, the purpose of the will would require conversion in order to make the necessary division, and the surviving younger son would take his moiety as money, while the other moiety would go to the heir of the testator as if there had been no conversion. But suppose the heir of the testator to die before conversion had in fact taken place, then the question would arise, whether the moiety descended to *his* heir, as being still impressed with the character of realty, or whether, although it came to the heir of the testator as real estate, yet in his hands it lost that character, so that the property would go to his personal representative, and not to his heir. In the case just put, the latter result would take place. The rule is, that, where it is necessary "to sell the land for the purposes of the trust, and there is only a partial disposition of the produce of the sale, there the surplus belongs to the heir as money, and not as land, and will, therefore, go to his personal representative, even though the land may not have been sold during his lifetime." (See 1 Wh. & Tud. 578.) But "where a sale is unnecessary by reason of a total failure of the purposes for which the conversion was directed, the heir will take the estate as realty descendible to his heir."

The same principle applies to the converse case of money directed to be laid out in the purchase of real estate. The undisposed of interest in the money (or the estate, if purchased with the money) will result for the benefit of the next of kin of the testator, and will not go to the heir-at-law.

The question whether real estate is converted or not sometimes arises on the claim of the Crown to legacy duty; and here, again, the *option* or discretion of the trustees to convert or not, as they think proper, is important (Jarm. 561). Where they have such an option, in respect of real estate, and allow it to remain unconverted, it is not liable to legacy duty; but, on the contrary, if they do sell the land, the proceeds become liable to the duty. Where there is an absolute trust or direction for sale, the property, although not actually sold, is liable to the duty. This distinction is of less importance now that by the Succession Duty Act, 1853 (16 & 17 Vict. c. 51), real estate is made liable to a similar charge in the shape of succession duty. So far, we have been considering the effect of constructive conversion under a will. There is some difference where it takes place under a deed, and of this we shall have something to say in our next number.

COURTS.

HOUSE OF LORDS.

April 6.—*The Attorney-General* v. *Sellim and Others. The Alexandra case.*—Their Lordships sat to-day at half-past two to give judgment in this case. The noble and learned lords present were the Lord Chancellor, Lord Cranworth, Lord St. Leonards, Lord Wensleydale, Lord Chelmsford, and Lord Kingsdown. The appeal of the Crown was dismissed with costs, and the verdict of the jury, in favour of the claimants of the *Alexandra*, remains undisturbed.

COURT OF BANKRUPTCY.

(Before Mr. Commissioner GOULBURN.)

April 4.—*In re Henry Pook, an Attorney.*—Upon the application of counsel, a rule to strike the above attorney off the rolls of this court was made absolute. From the affidavits filed in support of the application, it appears to be charged against Mr. Pook that he received a large sum of money from a client in order to effect a composition, and, instead of using it for that purpose, had applied it to his own use.

Rule absolute accordingly.

Mr. Pook has since become bankrupt.

SPRING ASSIZES.

NORFOLK CIRCUIT.

NORWICH.

Nisi Prius Court.—(Before the LORD CHIEF JUSTICE and a Common Jury.)

April 1.—*Oilard* v. *Woolf.*—Mr. *Keane*, Q.C., and Mr. *Metcalfe* appeared for the plaintiff; Mr. *O'Malley*, Q.C., and Mr. Serjeant *Tozer* for the defendant.

The plaintiff is an attorney, residing at Upwell, in Cambridgeshire, and brought this action against the defendant to recover the amount of his bill of costs for certain conveyances. The defence was, that the plaintiff agreed to do the business for a fixed sum; and it was urged on the part of the plaintiff that it was subsequently found that the conveyance would be much more expensive than was at first thought, and that the agreement was, therefore, rescinded. In the course of the case his Lordship observed that he was not disposed to afford the defendant any assistance, but he was afraid the law was in his favour.

Mr. Ollard was examined by Mr. *Keane*, and cross-examined at great length by Mr. *O'Malley*, and it was then agreed that the plaintiff should be nonsuited, with leave to the defendant to move for leave to set aside the nonsuit and enter a verdict for the plaintiff.

NORTH AND SOUTH WALES CIRCUIT.

CHESTER.

April 1.—The commission was opened in this city to-day by Mr. Baron Channell. Twelve causes were entered for trial, five of which were marked for special juries.

GENERAL CORRESPONDENCE.

SURREY ASSIZES.

The following letter recently appeared in the *Times*:—

"The attention of the public has frequently been called to the inconvenience attendant upon holding some portion of the Home Circuit at Kingston. As the circuits have recently undergone some important changes, this appears to me not an inopportune period of bringing the 'Kingston, Croydon, and Guildford' matter again before public attention. There are standing for trial at the present Kingston Assizes upwards of 80 causes and thirty prisoners. Of the 80 causes, at least 70 are what are termed 'London cases,' and of the 30 prisoners 10 have been committed from the Southwark and Lambeth Police Courts.

"Now, sir, it is worth while to see how many persons are taken down to Kingston at the present assizes:—For 70 causes, 140 attorneys, (one on each side); at least 70 attorneys' clerks; on the average five witnesses to each cause, 350; at least 100 barristers; at least 40 barristers' clerks; 2 judges, their associates, and officers, 15; total, 715. So that there are more than 700 persons during the assize at Kingston taken down from time to time, and at least five-sevenths maintained at the expense of either the plaintiff or defendant (the loser paying both sides). With reference to the 'Criminal side' there is even more to be said. There is no prison at Kingston, and the prisoners have every morning to be brought from and every evening to be taken back to Horsemonger-lane Gaol, not only at an expense, but at the risk of escape.

"Now, Sir, there are two courts at Newington, next door to the gaol, which are quite capable of affording to her Majesty's judges the convenience of trying both civil and criminal causes, without throwing upon either suitors, barristers, or witnesses, the expenses to which they are put under the existing *régime*.

"Gentlemen of the Home Circuit would be protected from invasion by a simple regulation that they only should have the right to appear in this substituted court.

"I have taken the liberty, sir, of making these suggestions, which I know to be generally approved by the branch of the profession to which I belong, and the realization of which I doubt not would be thankfully received, not only by the bar, but by the suitors. "A LONDON ATTORNEY."

LAND REGISTRY IN AUSTRALIA.

We have been favoured with the following communication recently received from Adelaide, Australia, with reference to delays in the Land Titles Office there:—

"Adelaide, 26th Jan., 1864.

"Our last letter was dated 27th of November last, when we stated that we expected to receive the certificate of title for the —— section in a few weeks. We have since then called at the Lands Titles Office about twice a week, urging the matter forward, but we are sorry to say we have not yet obtained the document.

"When the new system of conveyancing was established in this colony, it was pretended that it would be the means of greatly facilitating transactions in land, but the delays in the model conveyancing establishment are becoming intolerable.

Yours faithfully, "——"

PARLIAMENT AND LEGISLATION.

HOUSE OF LORDS.

Tuesday, April 5.

LEASES AND SALES OF SETTLED ESTATES ACT AMENDMENT BILL.

This bill was read a second time.

BILLS OF EXCHANGE AND PROMISSORY NOTES (IRELAND) BILL.

This bill was read a third time and passed.

Thursday, April 7.

SETTLED ESTATES ACT AMENDMENT BILL.

Lord CRANWORTH, in moving the second reading of this bill, said that its object was to amend an Act of the 19 & 20 Vict. c. 120, which was passed to facilitate leases and sales of settled estates, the intention of which had been misconstrued by the court of chancery.

The Earl of MALMESBURY said that he felt obliged to the noble and learned lord for having introduced this bill, for he himself had suffered from the operation of the existing Act, and the construction which the court of chancery had put upon it. He was owner of a tract of waste land near to a rising watering place, and upon which it was desired to build. By the construction which the Court had put upon the Act, it was necessary to make a separate application to chancery for every lease that was granted. This occasioned much delay. The builders were unable to wait, and so they went to some neighbouring land of the same character, that was not under the same obligation.

The LORD CHANCELLOR said that the expenses of an application to the court of chancery were much increased by the intervention of provincial solicitors and their agents in town.

After a few words from Lord REDESDALE, the bill was read a second time.

CONVEYANCERS (IRELAND) BILL.

This bill was read a third time and passed.

HOUSE OF COMMONS.

Wednesday, April 6.

COPYRIGHT BILL.

On the order for the second reading of this bill,

Mr. BLACK asked permission to withdraw it, in order to substitute a bill for the consolidation and amendment of the law on the subject.

The bill was then withdrawn, and leave given to Mr. Black to introduce another for the purposes he had stated.

JERSEY ROYAL COURT BILL.

Mr. LOCKE, in moving the second reading of this bill, observed that it was precisely similar to the measure brought in by Mr. Serjeant Pigott in 1861, and which had been read a second time, but was afterwards withdrawn on the ground stated by the late Sir George Lewis who approved of its provisions, that the report of the Royal Commission had only recently been laid on the table, and the States of the island had not had time to consider the course they should pursue. That objection, however, did not now apply. Several years had since elapsed, and it would be for the House to say what should be done. The grievances complained of were admitted on all hands, and although the Commissioners reported these might be dealt with by orders in Council, yet as this position appeared to be disputed by some of the authorities in the island, he thought the preferable course was to proceed by bill. The Commissioners said that the competence of the Imperial Parliament to legislate for Jersey was unquestionable, and no one could gainsay that proposition. Now, this bill did not interfere with the constitution of Jersey, or with any of the rights and privileges of its people. If it interfered with the rights and privileges of anybody at all, it was simply with those of twelve men; and the question was whether those twelve men had performed their duty, or whether their powers ought not to cease. The measure dealt merely with the constitution of the Royal Court of Jersey. At the head of that tribunal was the bailiff, who was appointed by the Crown, and who had a salary of £300, in addition to which he was entitled to certain fees, which brought up his income to £650 a-year on an average. The bailiff was a man of legal training, and there was no complaint against him. The real clog in the Royal Court consisted of the twelve jurats, who had not necessarily any legal knowledge, but who nevertheless exercised the authority of judges. These gentlemen were not allowed to carry on the trades either of a brewer, a butcher, a baker, or an innkeeper. Their office was elective, and held for life; they were also members of the States, or local Legislature; and the sole qualification required from them was that they must pay a rent of £30 15s. 3d. a-year. In adjudicating upon cases the bailiff must be guided by the opinion of the majority of the jurats; and on many occasions he was bound to decide contrary to law, because the majority chose to think that a certain decision ought to be pronounced. That was an absurd system to continue in a community whose population appeared to have increased to nearly 60,000 and its shipping to nearly 50,000

tons. The jurats received no salaries, but they enjoyed certain fees, and it was their direct interest that the proceedings in every case, provided it was a good one, should be delayed as long as possible. Consequently, cases had been delayed for a great number of years. Impediments to the course of justice were also caused by its being imperative that the same jurats should hear a particular case throughout; and, moreover, the presence of the Crown law officer, who often had duties to perform elsewhere, was made essential to the Court's going on with its business. The bailiff and seven jurats formed a quorum. Now, the Royal Commissioners recommended that the bailiff should be retained, and should have his salary raised to £1,200 and that he should be assisted by two other judges at £1,000 a year each. The total cost of the salaries under that arrangement would be £3,200 per annum. The Commissioners recommended that in future none of the judges should receive any fees, but that all the fees should be paid into a fund in the island.

Mr. HADFIELD seconded the motion.

Sir GEORGE GREY assented to the second reading of the bill, understanding that the committee upon it would be postponed to allow the States to take any steps which might appear to them proper under the circumstances.

The bill was then read a second time, and the committee fixed for that day four weeks.

APPOINTMENTS.

MR. ARTHUR SEYMOUR, of Coventry, has been appointed a perpetual commissioner for taking the acknowledgments of deeds by married women in and for the county of Warwick.

PROVINCES.

CHELTENHAM.—Last week Edmund Clarke Fisher, a young man who has been for five or six years clerk to Mr. Little, solicitor, Stroud, was brought before R. Wyatt, Esq., at the magistrates' office, charged with forging his employer's signature to a cheque for £350. The circumstances of the case disclosed a strange mixture of knavery and simplicity. On Saturday afternoon the prisoner presented, at the County of Gloucester Bank, where Mr. Little had an account, a cheque for £350, payable to "self," the body of which was in the prisoner's handwriting, the signature purporting to be Mr. Little's. The cheque was cashed, the prisoner asking for and receiving the whole amount in bank-notes. He proceeded to pay away about £40, debts which he had contracted in the town, and the greater part of which were incurred for various luxuries, and he had latterly been living rather a "fast" life. The cashier of the bank had some doubt about the transaction, and went to Mr. Little's residence to ask if it was all right. The fact of the forgery was then discovered, and the prisoner was apprehended as he was walking down the street, it being then about five hours since he had cashed the cheque. It was his intention to have gone off by the next train. Of the money £311 was found upon him and in his dressing-case. On being arrested he confessed everything, and in his desk at the office was found a sheet of paper on which he had been practising Mr. Little's signature. It was also found that he had abstracted two blank cheques from a cheque-book in the office. The prisoner, who made no defence, was committed for trial at the assizes, and it was intimated by Mr. Little, and by Mr. Heelas, the solicitor for the bank, who prosecuted, that they should recommend him to mercy.

YORK.—The partial removal of the Yorkshire assizes from York to Leeds has given the magistracy of the North and East Ridings, assembled in quarter sessions, cause for warmly censuring the course taken in the matter by the Home Secretary. In the two divisions, on Tuesday, a more than usually large number of magistrates assembled. In the North Riding, under the presidency of Earl Cathcart,

Major STAPYLTON called attention to the way in which the magistrates had been treated by the Home Secretary. The Lords-Lieutenant had sought the opinion of the whole of the justices as to the policy of removing part of the business of assize from York, and in the North and East Ridings an almost unanimous opinion was expressed against such a course, and in the West Riding less than one quarter of the magistrates were in favour of the scheme, the numbers being 59 for, 189 against. The Government inspector, after an inquiry, reported in favour of Wakefield being made an assize town for the West Riding; but, in the teeth of the justices and the inspector, Government decided in favour of Leeds. He would protest against the way in which their opinions had been sought and then entirely ignored, and would move a resolution that "having, by a large majority, in reply to the questions of the Lords-Lieutenant, at the instance of the Home Secretary, pronounced their opinion against any portion of the assize business being removed from York, and no reason having been given why that opinion was not respected, the magistrates have not been treated with that courtesy and attention which, as a body, they were fairly entitled to expect." He should propose that a copy of the resolution be forwarded to the Home Secretary.

The motion was seconded by Mr. CAYLEY, who thought the Government, at the time of asking their opinions, had already made up its mind to divide the assize business of the Riding, and it seemed to him that the proceeding was a gratuitous insult, more especially as the West Riding had exhibited a preference for Wakefield rather than Leeds. He could only suppose that some private influence had been at work at the Home Office, and thought they ought to express their feeling of the insult put upon them.

Colonel CROMPTON said the asking of the magistrates' opinions was a perfect mockery if there was no intention of acting upon them.

On the other hand, however, the Hon. Mr. Dundas thought it highly inexpedient that the justices should constitute themselves judges of the conduct of the Home Secretary. They did not know on what the Home Office had founded its resolve to divide the business, and they were assuming too much in saying that they had been treated cavalierly by the Home Secretary. Without having all the information before them (and they had none of it), they ought not to express an opinion of the conduct of a public functionary who, he believed, endeavoured to discharge his duties to the best of his ability. He would, therefore, move that the question be not entertained.

This amendment was seconded by Lord TEIGNMOUTH, and supported by Mr. MORRITT, M.P., who said there was evidently some misunderstanding in the matter. The question was one with which neither the House of Commons nor the justices had aught to do, it being purely within the prerogative of the Crown. However distasteful it might seem, the Home Secretary had a perfect right to seek their opinions and not be bound by them. The House of Commons had talked a good deal on the subject, but it soon found itself clearly out of order. The matter was so clearly in the hands of the Home Secretary and the advisers of the Crown that, however indignant they might feel, the best they could do was to hold their tongues and submit, or the Home Secretary and the Queen's advisers might show they thought very little of the opinion of the justices. Sir George Grey had admitted in the House that he knew the opinion was in favour of Wakefield, if at all in favour of removal, but he had denied the question on other grounds.

Mr. PENNYMAN thought, after this exhibition of courtesy, the magistrates in future would not trouble to answer questions from the Home Office.

Major STAPYLTON, on the impression that the discussion would answer their purpose, withdrew the resolution, which, he said, had served thoroughly to elicit the magistrates' opinions on the matter.

In the East Riding, under the presidency of Mr. C. W. Strickland, a somewhat different course was taken. Referring to the removal of the assizes to Leeds,

Lieutenant-Colonel PEASE gave notice that at the Midsummer sessions he should move that "a large majority of the justices of the three Ridings, after being consulted by the Lords-Lieutenant, at the instance of the Home Secretary, as to the propriety of removing a portion of the assize business from York, expressed a decided opinion against any such removal. No explanation of the course taken in opposition to that opinion so asked for, and expressed by them, has been furnished to the justices, and, under these circumstances, they submit they have not been treated with the courtesy they have a fair claim to expect. The justices desire to record their sense of this want of consideration towards them, and request the chairman formally to co-operate with the chairman of the North and West Riding Sessions, and to communicate with the Home Secretary on the subject, and to take any other necessary steps." In giving this notice he would express his warm disapprobation of the way in which the justices had been treated by the Home

Office, and he held it due to their position that, at the proper time, the motion should be adopted.

The CHAIRMAN could not see what practical effect the motion could have, but would act as requested, as he felt the Home Office had not treated the magistrates courteously.

IRELAND.

REGISTRATION OF TITLE.

DEPUTATION TO THE LORD LIEUTENANT.

A numerous and influential deputation of noblemen and gentlemen waited, on Friday, the 1st inst., on his Excellency the Lord Lieutenant, at the Castle, for the purpose of inviting his co-operation in applying the Torrens' system of conveyancing by registration of title to Ireland.

The deputation was composed of the following:—His Grace the Duke of Leinster, the Knight of Kerry, Colonel Knox Gore, Chairman of the Registration of Titles Association; Sir John Gray, Sir Percy Nugent, Captain Lindsay, Robert Torrens, Registrar-General of Australia; the Right Hon. J. Wynne, Sir George L'Estrange, Sir R. Graves M'Donnell, C.B., late Governor-General of South Australia; Mr. Wilson, High Sheriff of the County of Longford; Jonathan Pim, Robert Henderson, President of the Belfast Chamber of Commerce; T. Read, T. S. Grubb, Waterford; Mr. Handcock, Andrew H. Bagot, J. B. Kennedy, solicitor; J. W. O'Driscoll, John Norwood, W. Littledale, solicitor; the honorary secretaries to the Registration of Titles Association, Messrs. Henry Dix Hutton, Francis Codd (honorary secretary to the Dublin Chamber of Commerce), and Francis D. Reynolds.

His Excellency, who was attended by Mr. Hatchell, private secretary, received the deputation in the Presence Chamber.

His Grace the DUKE OF LEINSTER, in introducing the deputation, said he had personal experience of the great inconvenience of the present system of transferring landed property. If, for instance, he had to sell a small house and a bit of land, and got the deed registered, and it would be in use, and yet he should keep all the foolish title deeds, which were of no use. He had seen all his deeds the other day, and he was thinking of bringing them with the deputation, but they were too weighty (a laugh). He was desirous of mentioning these matters from his own personal experience.

Mr. HENRY DIX HUTTON, one of the honorary secretaries to the Registration of Titles Association, then read the following address to his Excellency:—

May it please your Excellency—We, the representatives of the "Registration of Titles Association," in approaching the head of her Majesty's Government in Ireland, beg your Excellency to understand that we do not invite your co-operation to establish in this country any theoretical system or untried institution. On the contrary, we find that dealings with land by registration of title have existed and operated beneficially, not only in colonies which, though originally of foreign origin, have long formed part of the British Empire, but in those which were founded by colonists from England, and have from the commencement participated in English laws and institutions. Under the first head we would refer to the Cape of Good Hope and British Guiana: and under the second to Australia, where the Torrens' system of conveyancing by registration of title was first established about six years ago, in South Australia, and has since been successively extended to four other colonies—Tasmania, Victoria, Queensland, and New South Wales. We have satisfied ourselves that the Torrens' system has operated most beneficially in the Australian settlements; and we beg especially to call your Excellency's attention to the fact that, after a trial of three years, it was stamped with the unanimous approval of a commission, on which the former and the present Chief Justice of the colony of South Australia sat. We would, also advert to the fact that the same measure, after careful inquiry by a select committee of the Legislative Assembly of New South Wales, was adopted under the advice of the law officers of that colony; and it is important to remember that New South Wales was settled more than seventy years ago, and, therefore, in complication of titles, approximates more nearly to our own country. The principle of registration of title has also been recognised as part of the law of England in a recent Act, although that measure is inapplicable to Ireland, by reason of the existence here of the Landed Estates Court. Contrasting these facts with our mode of conducting dealings with land, we feel that the insecurity, delay, and expense incident to the present system of conveyancing are a hindrance in the transaction of our private affairs, seriously reducing the value of landed property in Ireland, and obstructing the free investment of capital in land and landed securities. We are of opinion that the Landed Estates Court, though affording some alleviation in the case of large estates, fails to provide an effectual remedy for many of the evils complained of. Titles which, at considerable expense and delay, have been cleared of complexities by being passed through that court, are left to be dealt with subsequently under the same system of conveyancing which induced those complexities, and, consequently, in a short period of time, become embarrassed and deteriorated by similar accumulations. We, therefore, think that the Landed Estates Court Act requires to be supplemented by some measure which will enable future dealings with land to be conducted with security, expedition, and economy, and we recognise such a measure in the Torrens' system of conveyancing by registration of title, as sought to be applied only to those titles which may hereafter pass through the Landed Estates Court. We, moreover, believe that, for the introduction of such a measure into this country, the most favourable conditions exist, in the accuracy and completeness of ordnance survey, corrected when necessary by the Court, and in the recognised value of the indefeasible title conferred by the Landed Estates Court, as well as the high degree of confidence which the public repose in the proceedings of that Court. We also wish to state that, although public attention has been only recently called to the subject, petitions in favour of the measure which we advocate have been already signed by numerous and influential representatives of the landed and mercantile interests of Ireland. We beg specially to mention the signature of such petitions by nine grand juries, by the chairmen of the North and South Dublin Unions, on behalf of their respective boards of guardians; and the proceedings of the Corporation of Dublin, when that body unanimously agreed that the Lord Mayor should present at the bar of the House of Commons a petition, praying that the objects of the association might be passed into law. We also desire to state that the proposed reform has received the sanction of the Chamber of Commerce of Belfast. The association, with a view to embodying their views in a practical shape, have, therefore, caused a bill to be prepared, with the special object of applying the Torrens' system of conveyancing by registration of title to Ireland. It is right, however, to mention that since the bill was printed the committee have received most important suggestions as to the mode of carrying out some of the details, and they are prepared to adopt several of those suggestions, whilst others are still under their serious consideration. A copy of that bill is now respectfully presented to your Excellency, in the hope that it may be adopted by the Irish Government, with such modifications as may be deemed expedient.

A. Knox Gore, Chairman.
Henry Dix Hutton, Francis Codd, Francis D. Reynolds. } Hon. Secs.

Mr. Hutton then handed his Excellency a copy of the proposed bill.

His EXCELLENCY.—It naturally could not be expected that I should prepare any formal answer to this address, but, however, the matter is one upon which we can confer freely. Has this bill received the modifications to which you refer?

Mr. HUTTON.—Not yet, your Excellency. We have received very important suggestions, which we deemed it our duty to consider, and in that bill which I have handed to your Excellency, I have simply endorsed a memorandum on the sections under consideration which will be modified, and we will submit a copy of the bill in its amended shape to your Excellency.

His EXCELLENCY.—It would be desirable that I should have it with as little delay as possible.

Mr. HUTTON.—Your Excellency shall have it with as little delay as possible.

Colonel KNOX GORE said, as chairman of the Registration of Titles Association, his friends desired that he should make a few observations on the subject. He believed it was clear to every common-sense mind—and in matters where simplicity and great advantage were involved, perhaps it would be better to look on them from a common-sense point of view—that when the Incumbered Estates Court Act was passed, at that very moment was born a necessity for this registration of title; because, if it was right to pass a law which was considered a most sweeping law, and for which there was no precedent at the time, to create indefeasible title, surely his Excellency would agree with the proposition that it was right that that title should remain permanent, and not be frittered away by every dealing that took place with land, until

ultimately it would expire. All the arguments, he feared, urged against the registration of title, would apply more forcibly to the first innovation, as it was at the time considered in the dealings of land by the passing of the Incumbered Estates Act; but afterwards the Landed Estates Act received almost unanimous public approbation, and by it parties who were not obliged to sell their lands were placed in the same position with those who were placed in the unpleasant position of being obliged to sell. What was the necessity for the Incumbered Estates Act? It was caused in a great measure by the emigration which took place under the pressure of the famine of '46. Thank God they had no famine now, but an exodus quite as strong as then existed was now going forth from most ports of Ireland. Perhaps he felt it more strongly because it was more extensive in the west of Ireland. A gentleman from Galway told him that day that there were in that part of the country 2,000 acres of waste land, from which the people had gone away. He hoped and trusted that this exodus might be to a land of promise, flowing with milk and honey; but he was sure his Excellency would think with them that it was their duty to try to show the people the advantage of staying in their own country; and the way to do that was to employ them, to give them good wages, and to direct their energies to the improvement of the land. But without capital they could do nothing. They did not come there to apply *in formâ pauperis;* they merely came there to ask the Government to aid them, or at least not to throw any obstacle in the way of their making land such a valid security, in a commercial form, that they could get money upon it. If they had this registration of title they could, without any aid but that of the party lending and the party borrowing, go down to the registration office and at once obtain capital to improve the land; and, having repaid the money advanced on the security of the land, no deterioration of title took place. But the deterioration of title incident on dealings in land now was very serious, because very many acts might be done which would affect title, and parties dealing in land should investigate to see whether any act was done to affect the title.

The DUKE OF LEINSTER—You must search back for sixty years.

Colonel KNOX GORE said he had been speaking to Sir Robert Peel, who seemed to think that registration of deeds would do. The registration of deeds never would do. They all knew the difficulties and inconveniences attending the registration of deeds. Every single incident affecting all portions of an estate should be looked to. A person in Belfast the other day, in purchasing a small portion of an estate, was obliged to go through 161 acts which were done in connexion with the property, although none of them affected the portion of the estate which was being dealt with. The ablest men in England had stated that you could have only an inferential title by registry of deeds, more or less valid, according to circumstances. It did not declare a parties title in fact at all, but by registry of title it was not an inference of title but an actual fact. The interest or estate in any piece of land was evidenced in the case of registration of deeds by all the acts that had ever been done, by births, marriages, and deaths, and when any change was made all these matters should be investigated, In the other case the title to any piece of land was evidenced by one instrument alone, and for one pound a person could get a new title made intact, and there would be an end of it, instead of dragging through all the intricate affairs of the previous sixty-one years. Believing that his Excellency felt, as he always expressed, a deep interest in the welfare of Ireland, which they might now consider his Excellency's own country, he had lived so long amongst them, he thought they might be allowed to hope that he would assist them in carrying a measure which was called for now just as much, though the emigration was going on, as was the Incumbered Estates Court Act, to which the registration of title would be a mere supplementary measure.

Mr. JONATHAN PIM said it might be imprudent in him, who was much less competent to speak on the subject than many other gentlemen present, to intrude his views; but, as one connected with mercantile affairs, he might state that he had for a long time taken a deep interest in facilitating the transfer of land, and he felt that if the reform could be effected by the process recommended by the association, most important results to the country would arise. He felt, too, that the Legislature might fairly consider the important fact, in dealing with the subject, that in every country where the proposed system was tried, it had proved to be eminently successful. He was gratified to find so many of the mercantile community were disposed to receive the experiment with the same satisfaction that he did himself. There were present several gentlemen well acquainted with the feelings of the mercantile body, amongst whom he might mention Mr. Francis Codd and Mr. Henderson, the President of the Belfast Chamber of Commerce, and he was certain those gentlemen would endorse what he had said on the subject.

His EXCELLENCY inquired to what country the registration system was first applied?

Mr. TORRENS replied that the system was first applied to South Australia.

Mr. FRANCIS CODD said as Mr. Pim had mentioned his name he would take the liberty of saying that, although he was not present in any representative capacity, yet, from his intimate connexion with the mercantile classes, he was enabled to assure his Excellency that they took a very deep interest in the success of the project now under consideration; and if he might refer to his own humble opinion, founded upon his experience, he would say that the reform sought to be effected would be eminently beneficial to the mercantile interest.

Mr. HENDERSON (President of the Belfast Chamber of Commerce) said, although he did not appear there as the representative of the Belfast Chamber of Commerce, yet he could state that that body, in common with the whole mercantile community, took a deep interest in the matter. They were fortunate enough to secure the kind assistance of Mr. Torrens and Mr. Dix Hutton, who had delivered two excellent lectures on registration of title in Belfast; and the mercantile community there felt it not only a matter of great importance to the landed proprietors, but also to the commercial classes. It was conceived that land could be as easily transferred as shipping. He had seen a line of valuable ships sold, transferred, and sailed on the new owners' account in the one day with perfect safety to all parties, the value of the property so transferred being between £60,000 and £70,000. He trusted that his Excellency would give this most desirable measure his kind support.

SIR RICHARD G. M'DONNELL said, as he had had the honour to administer the government of South Australia at the time that Mr. Torrens' system was originated there, some of his friends thought he ought not to shrink from coming forward to bear his personal testimony to the great success of that system. After many difficulties, which, perhaps, it was not unnatural to anticipate at first, a commission was issued to test the system. It was felt that if the system was a success, and worked well and beneficially, there was no reason why, in the cause of truth, they should fear an investigation into the details. It was incumbent on him to act in the manner which would best enable him to discharge the necessary duty of giving a fair and candid report to the Secretary of State. The commission issued in February, 1861. He placed on the commission the then Chief Justice of the Colony, and a gentleman of very great ability, upon whom he afterwards had the pleasure of conferring the office of Chief Justice—Sir C. Cooper. He might say, without offence to those gentlemen, that when they commenced the inquiry, they had all the professional prejudices which lawyers might be fairly supposed to entertain on the subject, and for which he could hardly censure them. The report came up at the end of the year. After cross-examining members of the bar, and cross-examining landowners at the close, the commissioners were unanimous in recommending the system, and in finding that it worked efficiently, and accomplished the objects for which it was established. The report wound up with a sentence well deserving of consideration. It was to the effect that to remain inactive till there could be a perfect system equal alike to the requirements of the present and the future would be in effect to declare against any reform at all. He did not wish to enter into any subject outside his own experience, yet when he came back to Ireland he could not help contrasting the state of things there and in South Australia in respect to the registration of title. He found that in Ireland about 11,000 deeds per year were registered. In the colony of Victoria, with only half a million inhabitants, 10,000 deeds were registered in one year. Now, in a new country, the fee of land was much more liable from the number of dealings to become complicated in the course of a few years than in an old country, and if Mr. Torrens' system was found to work well, not only in one colony, but in several, with a population identical in race and in feeling with the population in Ireland, and with exactly the same laws, was not the inference irresistible that we should at least try the experiment, and see if it did not succeed equally well here. In Ireland great advantages and facilities existed that did not exist in Australia. He alluded to the Landed Estates Court and the accurate ordnance survey

Under the pressure that existed for a better system of transferring land, and the fact that these favourable elements existed, he thought it should lead them all to hope that the proposal to effect a great improvement would be carefully considered. He knew that he had expressed the opinions of all the gentlemen present when he said that they considered themselves extremely fortunate in being able to bring the matter before his Excellency, the head of the executive—a nobleman who had ever taken the deepest interest in every measure calculated to advance the real prosperity of the country, and he, in common with the other members of the deputation, felt assured that a matter so important would receive his Excellency's most earnest attention.

The DUKE OF LEINSTER observed that with the census report of 1851 there was published an index to the Ordnance Map of Ireland. By referring to that index, a person could lay his finger on every townland in the county, ascertain the number of acres comprised in it, and the amount of the valuation. A document, therefore, existed from which a title could be registered. If he wanted to sell the townland of Carton, for instance, the party could refer to the index for the information respecting Carton.

Colonel KNOX GORE observed that he forgot to mention to his Excellency that Judges Longfield and Hargreave, when examined before the Royal Commission with respect to the registration of title, in 1857, both agreed that the operation of the Incumbered Estates Court had removed a great deal of difficulty out of the way of that registration.

SIR RICHARD G. M'DONNELL.—The Master of the Rolls has given a most important opinion on the desirability and feasibility of a system identical in principle with that submitted to your Excellency.

His EXCELLENCY.—The Master of the Rolls in Ireland?

SIR RICHARD G. M'DONNELL.—Yes, your Excellency.

His EXCELLENCY.—I don't feel at all qualified to offer any opinion of my own on the weighty matters connected with this question; but two points are very clear to me—first, that it would be most expedient and desirable to simplify in all respects the transfer of land, and also that there can be no doubt of the weighty character of this deputation who have done me the honour to attend here. I can only assure you that I hope, on the part of the Government, that their representations, and the subject to which their representations refer, shall receive the most impartial and attentive consideration. Of course this is a matter which, amongst others, must engage the attention of the law advisers of the Government. Perhaps Sir Richard M'Donnell implied some little distrust of mere lawyers' opinions, but still ——

SIR RICHARD G. M'DONNELL.—Oh, no; I am a lawyer myself.

His EXCELLENCY.—But still we cannot conduct extensive operations of this kind without taking the lawyers in some degree into our councils. I shall be very happy to confer with the law officers of the Crown and with my colleagues in the government generally upon the nature of the recommendations which you have laid before me; and I shall be very happy if, on consideration, I can bring about any result conformable to your wishes.

The deputation then retired.

At a meeting of the Royal Dublin Society, held in the evening of the 1st inst., Mr. Torrens read a paper in reference to his proposed system of registration of titles.

Sir Richard Graves M'Donnell was called to the chair, but, as he had to leave after some time, Mr. W. J. O'Driscoll was next called to the chair.

Mr. TORRENS said, three conditions might be said to combine to constitute the value of land—first, the peculiar enjoyment and social position which attend the possession of that description of property; second, its value in exchange or as a vendable commodity; third, its value as a basis of credit. He would consider how the existing system of conveyancing affected the value of land under each of these aspects, and first, as regards the peculiar gratification attaching to the possession of that description of property. In every country political influence and social position naturally and properly accompany ownership of the soil to an extent far exceeding that which attends the possession of an equal amount of wealth invested in any other description of property, but, irrespective of this, there is implanted in the heart of civilised man a craving for the ownership of land, which, in the Saxon and Celtic races, amounted to a passion. To sit under one's own vine, and under one's own fig tree, had, in all ages, been a legitimate object of ambition; and this *otium cum dignitate* had its especial value as an item enhancing the price of every rood of ground. But, unfortunately, under the antiquated system of conveyancing, peculiar to this kingdom and certain offshoots from it, but entirely unknown in any other part of the world, an amount of obscurity and insecurity attached to the title to land and induced an uneasiness. The extreme caution enjoined by solicitors, to "sit upon your deeds and not let them see the light," was an evidence of apprehension; and such cases as afforded groundwork for the deservedly popular novel "Ten Thousand a Year," the production of a barrister of some eminence, were assuredly calculated to produce an amount of uneasiness which seriously abated from the peculiar value of landed property considered as a source of enjoyment. Secondly, upon examining the effect of our law of conveyancing upon "land, considered as an exchangeable commodity," we find a singular exception to the golden rule, "The value of a thing is what it will bring," for, regarded in this point of view, the value of the land is not what it will bring in the market, but the surplus of the price over the cost of the conveyance, which sometimes is nothing at all. Another anomaly is, that, in a certain sense, and as regards costs of conveyancing under that system, part may be said to be equal to the whole, inasmuch as the title to each rood of ground will cost as much as the title to the 10,000 acres from which it is to be cut off; and thus the burden of our present system presses with vicious irregularity upon the man of small means, and least able to bear it, and, as Lord Brougham, the father of law reform, puts it, "The ownership of land in small parishes is rendered a luxury which the rich man may indulge in, but a ruinous extravagance in the man of small means." He (Mr. Torrens) remembered seeing a deed conveying a right of way over half an acre of ground, which deed contained over 6,000 words, and cost £35, whereas the price of the fee-simple of the land over which this right to pass was conveyed, was only £15. On one occasion he had agreed to purchase a small piece of ground in Australia for the sum of £3, but, finding that the conveyance would cost £23, he got off the bargain. Since the alteration in the law of conveyancing in that country, a perfect title to that same bit of ground can be had for thirty shillings. In defence of the old system of conveyancing, it had been argued that this peculiar pressure upon the small holdings is a special advantage to the country on constitutional principles, because it prohibits the sub-division of estates into small holdings, and thus tends to keep up a landed aristocracy. But those who used this argument forgot that it was convertible for the capitalist, who, desiring to found a family in the ownership of a broad domain, attempts to buy up contiguous small holdings, has to encounter vexatious delays and innumerable perplexities, eventuating in the acquisition of an estate with a title on which are aggregated all the rigmarole verbosities—all the doubts and complexities which attended the separate historical narratives which constituted the title of the several parcels which he has aggregated into an estate; and thus the system is quite as efficacious to restrain the founding of a wealthy landed aristocracy as it is to prevent the sub-division of the land, though it did operate in a very questionable manner by restraining the impoverished landowner from clearing himself from embarrassments by the sale of outgoing portions of his property. Examples of this tendency were, no doubt, known to many of his auditors. He might, therefore, pass on to the consideration of the question under its third aspect—that is, the effect of the law of conveyancing upon land considered as a basis of credit. This branch of the subject had a somewhat more extended scope than that which he had previously been discussing, inasmuch as the interests of the banker and the capitalist as a lender had to be considered as well as that of the landed proprietor as a borrower. The money paid in the shape of attorneys' bills was generally assumed to afford a measure of the burden which the present system imposed upon the borrower and lender on landed security; but this was a great mistake. The law expenses constitute a serious item in the amount; but the uncertainty, the cumbrous procedure, and, above all, the delay which attend mortgage under that system, constituted the bulk of that burden, and, without enriching the attorneys or any other classes, excluded banking and mercantile capital from the great market afforded by landed securities, inasmuch as certainty, facility, and, above all, expedition in creating, transferring, and discharging securities are indispensable conditions to the employment of that description of capital. In that, as in many other cases, the common parlance of the day indicated the state of the case, and thus we hear of money invested in landed securities spoken of as *locked up*. The interests of

the landowner were to the same or a greater extent prejudiced by this result of the existing system; because, though in a position to offer what should be the most secure basis of credit in the world, he was excluded from the great money market of the world, and restricted to a limited market, in which, as the competition was less, he was subjected to a higher rate of interest. The inequality which he had pointed out in the case of transfer under this system was yet more oppressive to the man of small means when using his land as the basis of credit. The yeoman requiring the use of a hundred pounds for twelve months, on the security of his farm, would probably have to pay in costs of mortgage and reconveyance, thirty or forty per cent. But the great proprietor requiring £10,000 for ten years, on the security of his estate, would not have to pay more than a tenth per cent. per annum for law charges. But the amounts paid in cases in which mortgage was actually effected were not all that the landowner was subjected to under this system. He has occasionally to pay when mortgage was attempted only, to illustrate which he would state a case that occurred in his own family. A small sum it was—but £1,000 of trust money—which had, in accordance with a settlement, to be invested on landed securities. An attorney, who was believed to be highly respectable, was applied to. Persons desiring to borrow were invited by advertisement to send in their deeds for examination. Three applications were rejected in succession, not because the value of the security offered was insufficient, but on the plea of technical defect in the evidence of titles. When these rejected applicants applied for the return of their deeds, they were informed that there were liens upon them of from £15 to £20 for costs incurred in bringing the blot on the title to the light. He (Mr. Torrens) did not say that this sort of practice was made a trade of by any respectable solicitors, but he had the strongest reason for believing that it had, in some cases, been resorted to by a few disreputable men who had got into the profession. Few titles under the old system would be adduced in which an astute practitioner would not detect a flaw sufficient to afford a colourable pretext for the course he had alluded to, and a system which admitted the possibility of such practices was assuredly to be condemned. A strong anomaly occasioned by this system was that the holder of a dock warrant for one hundred pipes of wine can, upon the security of that perishable commodity, obtain an advance without the least delay or difficulty, but the owner of one hundred acres of land, if he attempt to borrow upon that imperishable security, will find himself harrassed by delay, extending over many months, by cumbrous proceedings and enormous costs. A mortgage for £10,000 might be effected on a ship in half an hour at the Custom-house at the cost of a couple of pounds, but a mortgage on land for £100 would, in the average of cases, occupy months, and cost £30 or £40. That this distinction, so averse to the landed interest, was not consequent upon the distinctive characteristics admitted to be inherent in these two descriptions of property, but was altogether the creature of perverse legislation, was evidenced by the fact that in Hamburg, Rotterdam, Australia, and other places where registration of title is established, a loan can be obtained on land with the same facility and expedition, and at the same expense as a mortgage upon shipping. The truth is, that the law which regulates dealings with land has been handed down from barbarous feudal times, framed to meet the requirements of those times, whilst the law which regulates transactions in shipping and stock was framed in modern times to meet the requirements of a civilized commercial age. When we have succeeded in assimilating those systems of law, capital invested in landed securities will no longer be spoken of as *locked up*, and the landowner will obtain the use of money with the same facility, expedition, and economy as the shipowner, the only distinction being that his security, as indestructible and immovable, will be charged with a lower rate of interest. Mr. Torrens then described his bill for applying his system to this country as a supplement to the Landed Estates' Court Act.

The CHAIRMAN (Mr. O'Driscoll) said he was rather surprised at one objection made to the system—that it was suited to a new country, but not to an old one. But what became of that argument when it was considered that the Landed Estates Court had made this a new country *quoad* Mr. Torrens' system. Mr. Torrens wanted to make the Landed Estates Court the terminus of this system.

Mr. ADAIR (solicitor) said he was astonished to hear Mr. Torrens' statements as to the legal expenses attendant upon the borrowing of money on landed security. He had great experience in such matters, and he could state that any gentleman having a landed estates title could raise money on it in twenty-four hours, and that the costs would be extremely small. He was convinced that the application of Mr. Torrens' measure to this country would tend to depreciate the value of landed property. No one would buy land in the Landed Estates Court if it was to be compulsorily brought under the operation of Mr. Torrens' system. He believed that the present system of registration, if modified, would prove infinitely better than Mr. Torrens'. He did not speak from hearsay or imagination, but from extensive personal experience of dealings with land.

Mr. DIX HUTTON said that, as a professional man, he ventured to say that a few years would render the title derived under the Landed Estates Court so complicated, that, practically, it could not be dealt with. Although the transfer under the court gave an indefeasible title as against the seller, in many instance the estate became charged, from the moment of its transfer, with the debts of the purchaser.

Mr. LANE, Q.C., said that he had had a good deal of experience in conveyancing business for many years, and he must say that he had not discovered the existence of those difficulties in the way of borrowing money or effecting other transactions in relation to real estate dwelt upon by Mr. Torrens. He (Mr. Lane) objected to the system of introducing legislative measures upon impulse. The evil consequence of doing so was illustrated by the fact that, on the recommendation of a commission appointed to inquire into the law and chancery system of Ireland, a bill would shortly be introduced to abolish the present mode of pleading at law. Before the introduction of that system another system had prevailed, which they did not think it worth their while to amend or reform; and now, after ten or twelve years' experience, they would be obliged to return to that old system. He did not think it would be necessary to introduce a new system of registration of title; the present system, although it had its defects, on the whole, worked well. It was an error to say that the present system of conveyancing was derived from the feudal times; the fact was, that the conveyances of those days did not consist of more than ten lines, as a rule, and anything that was cumbrous in the present system, was the natural result of requirements attendant upon increased wealth. The lengthy and cumbrous matters usually found in connexion with conveyances were not essential to the conveyance at all, but were incidental to their nature and operation altogether. Long recitals in deeds were useless, and might be swept away by Act of Parliament; and, in this way, a deed of conveyance could be reduced to ten lines, and then, where would be the necessity for Mr. Torrens' system in that respect? With respect to searches, he admitted the expense was very heavy, and that there were serious defects to be amended; but he pledged himself that, if a proper improvement of the present system were adopted, he would be able in five minutes to see on the face of the register everything respecting a property. He asserted that Lord Westbury's Act had proved a dead letter in England. He was satisfied that, to amend, instead of overturning, the existing system, would be the better.

Mr. TORRENS replied generally. He asserted that Lord Westbury's Act was far from being a dead letter. Although violently opposed by the English solicitors, yet in one year two millions worth of property were brought under the operation of the Act. It was stated by Mr. Lane that they could pass Acts to shorten recitals and covenants in deeds, but he answered himself by saying that such Acts would not be regarded. Under his (Mr. Torrens') system the matter would not be left optional, but forms would be provided. The objection to the present system was not so much the length of the deeds as the risk involved by dragging on a long chain of deeds, giving a title no stronger than the weakest link of the chain. He quite agreed that they should not have legislation from impulse, for it would do no good; but this system had been in operation in Australia—the subject of registration had been investigated by parliamentary committees and by a royal commission that sat for three years, and which recommended exactly the same system as he (Mr. Torrens) proposed, the principle of which both had taken from the shipping Acts. It was clear the present system was a grievance, otherwise he would not be supported as he was by the gentry of the country.

On the motion of Colonel GORE, a vote of thanks was passed to Mr. Torrens, and the meeting separated.

The following is the correct order of the legal promotions which have occurred in consequence of the two vacancies occasioned by the retirement of Mr. R. Tighe, Q.C., and the

death of Mr. Christopher Copinger. Mr. Leahy goes to Limerick, in the room of Mr. Tighe; Mr. D. R. Pigot to West Cork, Mr. Hemphill to Louth, and not Limerick, as before announced, Mr. Barron to Kerry, Mr. West to Wexford, Mr. Coffey to Leitrim, and Mr John O'Hagan to Westmeath, and not Kerry, as before announced. Thus the two new chairmen are appointed to Louth and Westmeath.

FOREIGN TRIBUNALS & JURISPRUDENCE.

CHINA.

LIABILITY OF EMPLOYER FOR ACTS OF EMPLOYE.

Two singular cases occurred in Shanghai a short time ago, which strongly illustrate the necessity for the appointment of a law officer there to try legal questions. Consular Courts are simply courts of equity, and, as such, well suited for the comparatively few and trifling cases that arise at minor ports; but they are utterly inadequate in a place so wealthy and important as Shanghai. The two cases referred to involved the question as to the responsibility of employers for the acts of their *employés*, and both involved large sums of money. One was tried at the American, the other at the English Consulate, and totally opposite decisions were given. In the American case, a merchant named Reid had bought a large quantity of rice from another mercantile house, of which a Mr. Leighton is the head. The transaction, however, was entirely effected through the medium of the compradores of the two houses, and, according to Mr. Leighton, never reached his ears until several months afterwards. Mr. Reid paid the value of the rice, amounting to about 30,000rs., to Mr. Leighton's compradore, and received in return go-down orders for the delivery of the rice, signed by one of that gentleman's European clerks. He did not take delivery for several months, and, in the meantime, the compradore absconded without paying the 30,000rs. to Mr. Leighton's account. When Mr. Reid presented his go-down orders, Mr. Leighton ignored them; said they had been issued by a clerk who was not authorized to sign for the firm; that he had not received the money, and should not part with the rice. The case was taken before the American Consul-General, who supported Mr. Leighton, deciding that he was not responsible for go-down orders issued by his clerk without his authority, nor for money received by his compradore without his knowledge.

The second case was one of still greater importance, and involved the loss to the Oriental Bank of nearly 100,000 dollars. The compradore of the bank was deficient in his accounts, and the deficiency having reached this enormous sum, he began to find it awkward to carry on business as if all was correct. It became necessary for him to absent himself; but, like a faithful servant, he was loth that an establishment, in which he and his father before him had been employed, should suffer. The stratagem upon which he lighted to save the bank from loss could enter no other than a Chinaman's head. He concluded a bargain with some Chinese bankers for the sale of 100,000 dollars, which were to be delivered as soon as the equivalent value in sycee had been brought. The sycee arrived, but the compradore made some excuse to avoid paying the dollars at the moment, and the shroffs who had accompanied it left. Directly their backs were turned, the compradore deposited the sycee among the bank cash, thereby covering his deficiency, and left without leaving any trace or record of the transaction. The Chinese bankers returned for their dollars, were, of course, refused payment by the Oriental Bank, and a general panic among the Chinese was the consequence. If their money was liable to be detained in this way, they argued, it was not safe to transact any business with foreign banks. The question now stood in precisely the same position as in *Reid* v. *Leighton*. In that case, Mr. Reid had paid the money, but had not received his rice; in the other case the Chinese had sent the sycee, but had not received their dollars. In either case, the employer if called on to make good the act of his *employé*, would be a heavy loser. The English Consular authorities arrived at a directly opposite decision from that given by the American Consul-General, and ordered the Oriental Bank to pay the dollars to the Chinese bankers, which was immediately done without the necessity for legal proceedings. These two cases, which are by no means exaggerated instances of questions that every week come before the Consulates, show clearly the necessity for the establishment of judicial courts. The criminal and civil cases alone which the English Consul is called on to decide furnish ample occupation for one man. It would, probably, be impossible to establish one court of judicature, to which English, American, and French would agree to submit their cases indiscriminately. But a law officer might advantageously be appointed by each country to try cases in which his own countrymen were concerned: and an arrangement might be made, that, whenever a British subject sued an American, or *vice versa*, the American and English legal officers should sit on one bench and decide it—a similar course being pursued where French and English, or French and Americans, were concerned. The other foreigners may well be left to their own consuls. They are not numerous, nor are their cases important.

SOCIETIES AND INSTITUTIONS.

LAW AMENDMENT SOCIETY.

A meeting of the members of this department in connection with the Association for the Promotion of Social Science, was held on Monday, at the offices, 3, Waterloo-place, Pall Mall, Mr. Edwin Chadwick in the chair. Mr. G. W. Hastings stated that he had received a full report (which he had laid on the table) of the proceedings of the deputation which waited on the Lord-Lieutenant of Ireland, in reference to "registration of title" to facilitate the transfer of land. An association had been formed, and a bill proposed to establish in Ireland, in connection with the Landed Estates' Court, similar legislation to that in force in Australia, and known as the Torrens' system. Mr. John Stuart Mill moved that the report of the standing committee on Mr. Christie's paper on "Corruption at Elections," be received and adopted. He said in this matter the whole representative system was at stake. When the immensely rapid growth of wealth was considered, there would constantly be persons desirous to purchase a seat in Parliament. There the "vulgar rich" would purchase position at any cost, and, that done, they might alternate between being flunkies to the aristocracy, or envious demagogues anxious to break it down. This system, also, had begotten all manner of pledges which, if continued, Parliament would become a mere assembly of delegates. Legal means might be effectual, but only when backed by a moral demonstration. All honest men averse to this political crime should form themselves into a body to oppose it. The Law Amendment Society had the power of aiding this, not being a self-elected body, but deriving authority from the eminence of its members. The evil was by no means at its height; indeed, we were only at the beginning of it. He had heard that no less than six wealthy Australians were waiting for a general election, anxious to purchase a seat at any cost. Mr. F. Hill seconded the motion. The committee also reported in favour of Sir W. Crofton's plan of treating convicts and the Irish system, as compared with that adopted in Eng' land.

LAW STUDENTS DEBATING SOCIETY.

The following is the Secretary's report of the proceedings of this society during the past quarter:—

Gentlemen,—The steady advance in prosperity which it was my pleasing duty to notify to you in my last quarterly report, has been fully maintained during the quarter which has just closed.

The number of meetings held has been twelve, of which, that of the 5th of January last was entirely occupied by motions, while at the remainder, eight legal, and three jurisprudential questions were discussed.

The society now numbers 129 members, of whom about ninety are active members. Thirteen new members have been elected during the quarter, three have resigned, one ceased to be a member at the last quarterly meeting; and two elections which took place during the first quarter of the present session became void, by reason of non-payment of the entrance fee and subscription.

The average attendance at the meetings has been unusually large, having at one meeting reached the high figure of forty-eight, and at five meetings exceeded forty, the average of the whole being thirty-nine. The average number of speakers on legal and jurisprudential questions has been twelve, of voters twenty-one, of whom an average of fourteen were present at the show of hands, and seven voted in the book, and the average duration of the debates has been one hour and fifty-eight minutes. Two of the members have been present at every meeting during the quarter.

At the meeting of the 5th of January last, to which I have already alluded, a motion was brought forward to rescind the resolutions passed by the society on the 1st of July, 1862, and 6th of January, 1863, as to reporting the debates. This was met by an amendment, having for its object the reference of the whole question of reporting to a select committee, but nei-

ther the original motion nor the amendment was carried. The debate (adjourned from October 27th, 1863) on the motion for the re-appointment of reporters was then resumed, and the motion ultimately agreed to, seven reporters being elected at that meeting, and an additional one, making up the full number of eight, at the meeting of the 2nd of February.

At the Hilary Term Final Examination, your society attained the honourable position it has so often held before, one of its members, Mr. C. M. Warmington, being at the head of the prize list, and two others obtaining honours.

I may perhaps be allowed to observe that it would add greatly to the interest, and increase the spirit and continuity of the society's discussions, if all members, but particularly those gentlemen who have recently joined, would make it a duty as often as possible to acquaint themselves beforehand with the law bearing upon the subjects appointed for discussion, so as to enable them to take an active part in the debates; I cannot but remark that there are many members who, though constant in their attendance at the meetings, seldom, if ever, address the society, unless they are actually appointed so to do, and this, which I look upon as an evil, has certainly been on the increase during the past quarter; nor can it be said that at any one debate there has not been ample opportunity for any member to speak who was desirous of doing so, as partly evidenced by the fact of the average length of the debates being this quarter fourteen minutes less than in the quarter which ended with the close of 1863. I would further express to you the satisfaction with which I, in common, I doubt not, with the other members of the committee, will always receive any suggestions from individual members for improvements in the practical working of the society, or with reference to the subjects most appropriate for discussion.

I cannot conclude this statement without referring to the severe loss the society is about to sustain in the withdrawal of the services of Mr. G. P. Allen, not only as a member of the committee, but also as an active member of the society, consequent upon his departure from town. His learned, and at the same time lucid, expositions of what would otherwise have been most intricate and difficult points, so valuable for the purpose of bringing you to a right conclusion on the subject under discussion, are, no doubt, fresh in your recollection; while as a zealous and able member of the committee, we shall be fortunate indeed if we find his equal to replace him.

I am, gentlemen, your obedient servant,

OCTAVIUS L. HILLS, Secretary.

Law Institution, Chancery-lane, 5th April, 1864.

CHANCERY FUNDS COMMISSION—REPORT OF COMMISSIONERS.

(*Continued from page* 430.)

Section 4.—*As regards the Relations between the Accountant-General's Office and the Registrar's Office.*

The following plan for simplifying and transmitting to the Accountant-General's office the directions upon which the Accountant-General has to act, has been suggested by one of the members of the commission:—

1. Every order should, as far as possible, be complete in itself, that is, the amounts to be paid, and the persons to whom the several amounts are to be paid should be specified in the order, either in the body of it or in a schedule thereto, and not described by reference.

2. On drawing any order on which the Accountant-General has to act, an abstract of it, or "pay sheet," so far as it relates to the Accountant-General, should be prepared in the Registrar's Office in a tabular form.

3. The draft abstract initialed by the registrar should be passed to the Accountant-General's office to have entered on it the amount of the fund to be dealt with, and a statement whether the fund is subject to any previous order or not, and for the Accountant-General to see if the directions of the abstract are sufficiently clear, but not to see if the abstract properly carries out the order of the court; the registrar to be responsible for that.

4. The abstract, when approved in the Accountant-General's office, to be so marked and returned to the registrar, who is to sign the same and transmit it to the Accountant-General, to be kept by him, and to be his authority for the operations directed by the order.

5. The Accountant-General to have nothing whatever to do with the order, but only to be concerned with the abstract of it.

6. The abstract to have blank columns for the Accountant-General to enter amounts from certificates referred to in the abstract, as the taxing masters' certificates, &c., and to make entries when the several operations are completed, &c.

We approve of the principle of this plan, and we are therefore of opinion—

1. That, instead of being required to act upon the original order, the Accountant-General should be furnished with and act upon pay sheets or abstracts in a tabular form, prepared in the Registrar's Office, for the accuracy of which the registrar should be responsible.

We recommend—

2. That, so long as the Accountant-General is required to act upon the original order, particular attention should be paid to the suggestions contained in the Accountant-General's observations, paper No. 9, par. 2, viz:—

1st. Every decree or order directing the payment or transfer in, or carrying over, of any funds, should have inserted in the body thereof the exact title of the fund, as the same is to be raised in the Accountant-General's books, and not describe the fund by reference to the title of the decree or order.

2ndly. Every decree or order dealing with a fund in court shall have inserted in the body thereof the title of the fund from the Accountant-General's voluntary certificate, and not describe the same by reference to the title of the order.

3rdly. In every decree or order dealing with a fund in court containing the expressions "out of any other cash," and "out of any other Bank annuities," the source from which the other funds are expected to come should be stated.

4thly. In every decree or order directing the computation of interest, the day up to which such interest is to be computed should be named.

3. That so long as the Accountant-General is required to act upon the original order, money orders should have a distinguishing mark or stamp impressed upon them by the assistant clerk to the registrar before being left for entry; that they should be entered in registrar's books distinct from other decrees and orders, and should be consecutively numbered; and that each sheet when filled should be transmitted by the entering clerk to the Accountant-General's office; and that the certificates of the taxing masters and of the judges' chief clerks, upon which the Accountant-General has to act (after being filed in the Report Office, and after an office copy has been made for the solicitor), should also be transmitted to the Accountant-General's office; and that the clerk of certificates, whose duties will cease on the discontinuance of filing the Accountant-General's certificates at the Report Office, should be accommodated with a seat in the Accountant-General's office, and that it should be his duty to make and keep an index to money orders, and to have the custody of the certificates of the taxing masters and chief clerks, and also of the sheets of the registrar's books until the end of the year, when they should be transferred to the clerk of reports.

4. That in decrees and orders made in any cause commenced since 1852, the reference to the record described in 1 Consol. Orders, 48, should be added to the title of the account to be raised.

We are also of opinion—

5. That the practice of requiring the registrar's directions for the sale, transfer, and delivery of stock and securities should be discontinued.

6. That the counter-signature of the registrar to the Accountant-General's drafts should be dispensed with.

Section 5.—*As regards the Internal work of the Office, and the Establishment of a System of Audit.*

We are of opinion—

1. That directions to the Accountant-General in money orders or in the pay sheets or abstracts thereof (as the case may be) should in all cases be noted by the Accountant-General; and that the Accountant-General should operate thereon on receipt of the money order or pay-sheet, unless or until a request from one of the solicitors for any of the parties or the persons interested in the cause or matter, to suspend any of such directions be left with the Accountant-General; and that directions to the Accountant-General, contained in an earlier order or pay-sheet, should not be superseded by directions of later date, unless specially ordered.

2. That the practice now adopted in the Accountant-General's office in preparing drafts drawn on the Bank of England should be amended; and that every signature and counter-signature upon a draft should be evidence of examination by the person who signs; and that no draft should be signed until it is applied for by the person entitled thereto; and that every draft should be passed to account so soon as it is drawn and issued.

3. That the Accountant-General should be relieved from the duty of signing drafts on the Bank, and authorized to grant deputations to officers of his department to sign drafts under regulations to be approved by the Lord Chancellor.

We beg to refer to the regulations established on this head in the largest pay department of the Government (appendix, p. 99.)

We approve of the recommendations of the Incorporated Law Society as to the appointment of an officer with the necessary establishment to audit the suitors' accounts, with the view of providing proof of the accuracy of the accounts as between the suitors and the Accountant-General; and we are therefore of opinion—

4. That a system of audit should be established, in accordance with the principles defined in the memorandum drawn up by Mr. Crawford and Mr. Anderson (appendix, No. 37, page 146).

Section 6.—As regards the Accountant-General's Salary and Allowances, the Accountant-General's Clerks, and as regards Office hour and Vacations.

We recommend—

1. That the salary of the office of Accountant-General should be fixed on a vacancy at the sum recommended by the select committee of the House of Commons on official salaries in 1850—viz., at £2,000 a-year.

2. That the allowance which the Accountant-General receives to enable him to defray office expenses should cease, and that the necessary office expenses should be defrayed out of the Suitors' Fee Fund in the same manner as similar expenses for other departments of the court are defrayed.

3. That the Acountant-General should be at liberty to appoint a deputy during vacation, with the approbation of the Lord Chancellor, without remuneration; and, in case of absence on account of illness at any other period of the year, to appoint a deputy, to be approved of by the Lord Chancellor, for such time as his Lordship may sanction, and to be remunerated by the Accountant-General at such rate not exceeding one-third of his salary as the Lord Chancellor may determine.

4. That the clerks should be be divided into classes with minimum and maximum salaries, and an annual progressive increase for length of service, according to the rule generally adopted in the public establishments; that the scale of salaries and annual increments should be settled by the Lord Chancellor, with the approval of the Lords Commissioners of the Treasury, and that the Lord Chancellor should be empowered to direct instalments of salaries and pensions to be paid monthly.

5. That the Act 52 Geo. 3 c. 54 (local and personal) should be repealed, and that section 46 of the Act of 15 & 16 Vict. c. 87, wherein are incorporated the provisions of the Act 22 Vict. c. 26, by which the superannuations of public civil servants are regulated, should be extended to the clerks in the Accountant-General's office.

6. That the Acountant-General's office should be open during vacations on such days as the chambers of the vacation judge may be open, or on such days as the Lord Chancellor shall direct; that office hours during vacation should be from eleven to 1; and office hours during each day the offices are open for the remainder of the year, from ten to four, except on Saturdays, when the office should be closed at two; that the office should be open during vacation on the three days next after the dividends of any Government stock in court become payable, from ten to two.

7. That the hours of attendance of all the clerks, except during vacation, should be during office hours, and, in times of pressure, during such further period of each day as the Accountant-General may from time to time prescribe for the due despatch of the current business.

8. That during vacations such number of clerks should attend as the Accountant-General may consider requisite for the due despatch of the current business.

We may mention that at present, in case any particular account is overdrawn, the Accountant-General has no fund available for the purpose of making good the loss. We recommend—

9. That in the event of any account being overdrawn, the extent to which the account may be overdrawn, and the circumstances under which the error may have occurred, should be forthwith reported by the Accountant-General to the Lord Chancellor, who should be at liberty to direct that the amount overdrawn should be written off from the Suitors' Fee Fund; and in case such overdrawing should have occurred through the wilful neglect or default of any officer of the court, to direct that the amount so overdrawn should be made good by him or deducted from his salary.

Section 7.—As regards the operations of paying money and Transferring Stock and Securities into Court.

We recommend—

1. That the Accountant-General should, on a written request, without requiring the production of any order, issue his directions for the payment of money, the transfer of stock, and the deposit of securities in any cause, either to the credit of the cause generally or to a separate account which may have been directed to be opened in the cause.

2. That the reference to the record should be inserted in the directions issued by the Accountant-General, and added to the titles of causes in the Accountant-General's books.

3. That directions should be signed by such of the clerks as the Accountant-General may from time to time appoint for the purpose, and should be ready during vacations on the same day they are bespoken, and, at other times, by eleven o'clock on the morning following.

4. That the person applying for the direction should write upon it the address to which he desires a formal voucher or certificate to be sent when the amount shall have been placed to the account mentioned in the direction.

5. That at the foot of the direction to pay in money or deposit securities, there should be a form of receipt to be signed by the cashier of the Bank, and to be given to and retained by the person paying in.

6. That the Accountant-General should, on the next day but one that the office is open after the amount is paid in to the Bank, transmit by the general post, to the address written on the direction, a voucher or certificate of the money having been placed to the proper account in his books.

7. That a purchaser paying into court the purchase-money of an estate sold under an order of the Court, should be entitled to require that the purchase-money should not be dealt with without notice to him by signing a request to that effect upon the direction.

8. That each amount paid in under the 69th section of the Lands Clauses Consolidation Act, 1845, should be distinguished in the Accountant-General's ledgers by a distinct number; and that a certificate of each sum paid in under the 69th section should be issued when required; and that every order dealing with a sum paid in under the section should refer to the sum by the number attached thereto in the Accountant-General's ledgers.

9. That money should be received from and paid to suitors at any branch of the Bank of England.

We are also of opinion—

10. That arrangements should be made with the Bank of England with a view to dispense with the attendance of the Accountant-General at the Bank for the purpose of accepting and transferring stock.

Section 8.—As regards Securities other than Government Securities deposited in Court.

We recommend that foreign and other securities ordered to be brought into court should be deposited in the same manner as Exchequer Bills; and that the interest or dividends on such securities should be received by one of the cashiers of the Bank.

(*To be continued*).

LEGAL LIABILITIES OF INSURANCE OFFICES.

We extract the following letter, which relates to the uncertainty in which the question stands with regard to the legal liability of insurance offices in cases of damage from explosion, from the *Times*:—

"A question has lately become the subject of discussion in the fire insurance world, arising out of the recent decision of Vice-Chancellor Wood (reported 12 W. R. 549) in the cause of *Taunton* v. *The Royal Insurance Company of Liverpool*.

"The company named undertook to pay, as an act of grace, the losses sustained by their policy-holders arising from the explosion on the *Lotty Sleigh*, though such losses were undoubtedly occasioned by explosion resulting from previous fire.

"The pecuniary consideration involved in this instance is of minor importance, being, as far as the company referred to was concerned, under £1,000; but a principle of paying losses by explosion of whatever nature would appear to be involved by the decision of the Vice-Chancellor from the publicity given to it.

"It is generally understood that the insurance companies pay for losses occasioned by fire or resulting from fire, and it is not supposed for one moment that any respectable company would resist a claim under such circumstances. But, in this instance, an extraordinary event happened, which, for the moment, occasioned the greatest consternation in Liverpool, and, unquestionably, loss to a great extent was sustained, for which it was considered the fire insurance companies could not be held liable.

"It should be distinctly understood that until within the last few years the companies did not hold themselves liable for losses occasioned by the explosion of gas; but it is believed they never disputed just claims arising from explosion of gas occasioned by previous fire. It is well known that the offices, in numerous instances, sustain greater losses by water than by fire, such losses resulting from fire.

"The case is cited of *Brown* v. *The Royal Insurance Company*, in the Court of Queen's Bench a few years ago. A fire happened in Aldgate; the adjoining house, occupied by the plaintiff, was condemned by the city surveyor after the fire, though not having been damaged by actual fire, but, being an old house, was considered dangerous—therefore, pulled down. An action was brought, the case was referred to arbitration, and the company was, by the decision of the arbitrator, condemned in damages for reinstatement, the dangerous state of the house being the result of the fire, and, therefore, the defendants held liable.

"It is considered that the several insurance offices were liable for the losses resulting from the fire on board the *Lotty Sleigh*, though occasioned by explosion, the primary cause being fire, the explosion being the consequence of the event, the ship being for some time on fire previously to the explosion.

"The Vice-Chancellor, in his decision, admitted that the payment of the small loss sustained by this company actually arising from the event, might be considered as an advertisement on the part of the management, which the directors and shareholders were willing to confirm; therefore, as the plaintiff, a shareholder, did not come into court for the benefit of the company, the bill was dismissed, with costs.

"But the important question which really and truly concerns the public, still remains an open one, the decision of the Vice-Chancellor not applying to the legal liability of the companies, which, upon a future occasion, may involve a very considerable sum, and, therefore, should be definitely settled.

"VERAX."

THE NEW SAVINGS BANK ACT.

An important decision has recently been given by Mr. Tidd Pratt in reference to the working of the new Savings Bank Act. On the 22nd of November last, Henry Lead, who was engaged as odd man at the Albion Hotel, Leamington, died after a few hours' illness. On his bed-room being searched, it was found that he had saved upwards of £1,000, of which sum £194 was deposited in the Banbury Savings Bank, in the name of Henry Lead, £200 in the Warwick Savings Bank, in the name of Henry Harrel, and £154 18s. in the Coventry Savings Bank, in the name of Henry Cooke. There was no difficulty in the deceased's brother, who administered to the estate, getting the £194 at Banbury, as that was the first deposit made by Lead, and it was made in his proper name; but the trustees of the Warwick and Coventry banks declined to pay the money deposited in the respective banks, on the ground that the deceased had forfeited all claim upon them, in consequence of having made a false declaration. Mr. Tidd Pratt was communicated with, and he attended at Warwick and Coventry to arbitrate upon the case. Satisfactory evidence was tendered, showing that Henry Lead, Henry Harrel, and Henry Cooke were one and the same person, upon which Mr. Gardner, of Leamington, who attended on behalf of the claimants, contended that, inasmuch as the 26 & 27 Vict. had, under section 1, repealed all Acts in existence at the passing of the Act, without reserving the usual saving or penal clause, the false declaration alleged to have been made by the deceased depositor—namely, that he had not deposited money in any other savings bank—was not punishable under the Act by the forfeiture of the money so deposited; and that, as regards all such offences committed before the 20th of November last, the new Act was totally inoperative. Mr. Tidd Pratt has made his award, in which he has decided that the trustees of the respective banks must pay the full amount deposited by the deceased to the claimants.

COURT PAPERS.

Court of Probate
AND
Court for Divorce and Matrimonial Causes.

Sittings in and after Easter Term, 1864.

COURT OF PROBATE.

Causes without juries: Wednesday, April 20th, Thursday 21st, Friday 22nd, Saturday 23rd.

FULL COURT FOR DIVORCE AND MATRIMONIAL CAUSES.

Wednesday, April 27th, Thursday 28th.

COURT FOR DIVORCE AND MATRIMONIAL CAUSES.

Causes without juries: Friday, April 29th, Saturday 30th, Wednesday, May 4th.

Trials by jury: Thursday, May 5th, Friday 6th, Saturday 7th, Wednesday 11th, Thursday 12th, Friday 13th, Saturday 14th. Probate causes will be taken first.

The judge will sit in chambers to hear summonses at eleven o'clock, and in court to hear motions at twelve o'clock on Tuesdays, April 19th and 26th, and May 3rd and 10th.

All papers for motions must be left with the clerk of the papers before two o'clock on the Thursday before the motion is to be heard.

PUBLIC COMPANIES.

MEETINGS.

DUNBLANE, DOUNE, AND CALLANDER RAILWAY.

At the half-yearly meeting of this company, held on the 30th ult., a dividend at the rate of 5 per cent. per annum was declared for the past half-year.

GREAT NORTH OF SCOTLAND RAILWAY.

At the half-yearly meeting of this company, held on the 30th ult., dividends at the rate of 5 per cent. per annum were declared upon the preference and ordinary stock of the company for the past half-year.

PERTH AND DUNKELD RAILWAY.

At the half-yearly meeting of this company, held on the 31st ult, a dividend at the rate of 5¾ per cent. was declared on the capital stock of the company, for the past half-year.

REDDITCH RAILWAY.

At the half-yearly meeting of this company, held on the 31st ult., dividends at the rate of 5 per cent. per annum on the preference shares, and of 2½ per cent. per annum on the ordinary shares, were declared for the past half-year.

WEST SOMERSET RAILWAY.

At the half-yearly meeting of this company, held on the 31st ult., a dividend at the rate of 2½ per cent. per annum was declared for the past half-year.

The number of houses intended to be taken for the concentration and construction of the new courts of justice is 162, situated in that colony of courts in St. Clement's Danes, between Yeate's-court and Lower Serle's-place, and including Clement's-lane, Plough-court, New-court, Old Boswell-court, Robinhood-court, Cromwell-court, and other dilapidated and closely confined localities, the houses having from two to twenty rooms, and being generally badly drained. The estimated number of families to be displaced is 210, and the promoters state that no provision has been made to remedy the inconvenience (if any) likely to arise from such displacement.

On the 26th ult, the first Act of the sixth session of the eighteenth Parliament was printed. It is an enclosure Act, and authorises the enclosure of twenty-one places. The present Parliament commenced on the 31st May, 1859.

The General Committee of Elections in the House of Commons intend to meet on Monday, the 11th inst., for the purpose of nominating a select committee to try and determine the matter of the petition complaining of an undue election and return for the borough of Barnstaple. The election took place in October last, when the numbers were—for Mr. Lloyd (Liberal), 298; for Mr. Bremridge (Conservative), 282. There are charges of bribery and corruption against Mr. Lloyd, and Mr. Bremridge claims the seat.

BIRTHS, MARRIAGES, AND DEATHS.

MARRIAGES.

ANDREW—ANDREW—On April 5, at Lincoln, Wm. J. D. Andrew. Esq., of Great James-street, Beford-row, to Alice, only daughter of Wm. Andrew, Esq., Solicitor, Lincoln.

BRUNKE—GILCHRIST—On April 4, at St. Andrew's Church, Southampton, Ernst Brunke, Esq., of Hildesheim, Hanover, to Margaret Ford, daughter of the late Thomas Gilchrist, Esq., Solicitor, Berwick-on-Tweed.

CHARLTON—BELLASIS—On April 5, at Our Lady's Church, St John's-wood, Edward Charlton, M.D., of Newcastle-upon-Tyne, to Margaret Jane, eldest daughter of Edward Bellasis, Serjeant-at-Law.

DUGMORE—CATLEY—On March 31, at the parish church, Chipstead, Surrey, Frederick W. J. Dugmore, Esq., Captain in 8th (The King's) Regiment, eldest son of William Dugmore, Esq., one of her Majesty's Counsel, to Helen, daughter of the late John Catley, of Shabden, Esq.

FITZGIBBON—FITZGERALD—On March 31, at St. Peter's Church, Dublin, Gerald Fitzgibbon, Esq., jun., Barrister-at-Law, to Margaret Anne, second daughter of Mr. Baron Fitzgerald.

HERVEY—LAW—On March 20, at the parish church, Bowdon, Cheshire, Robert K. Hervey, Esq., of the Inner Temple, Barrister-at-Law, to Mary Clayton, eldest daughter of J. H. Law, Esq., of Bowdon.

TAYLOR—SMITH—On April 5, at St. Pancras Church, Euston-square, Thomas Ullock Taylor, Esq., formerly of Cartmel, Lancashire, Solicitor, to Harriet Maria, eldest daughter of Henry Alonzo Smith, Esq., of Euston-square.

DEATHS.

MAPLES—On April 4, at his residence, Hornsey, Thomas Frederick Maples, Esq., of Frederick's-place, Old Jewry, aged 82.

ROBERTSON—On March 29, at Malta, aged 24, Alice Jane, wife of J. W. Robertson, Esq., H.M.'s Bombay Civil Service, second daughter of the late Thomas Paley, Esq., Barrister-at-Law.

TUCKER—On March 30, at Petersville, Meath, Edward M. Tucker, Esq., Solicitor, aged 46 years, last son of the late Captain Tucker.

UNCLAIMED STOCK IN THE BANK OF ENGLAND.

The amount of Stock heretofore standing in the following Names will be transferred to the Parties claiming the same, unless other Claimants appear within Three Months:—

GOTOBED, WILLIAM, Great Portland-street. Cavendish-square, Gent., and GEORGE CROWFOOT, a minor, of Charles-street. £51 9s. 11d. Consols.—Claimed by said G. Crowfoot, now of age.

PRICE, WILLIAM, of Woodhatch, Reigate, Esq.; ALEXANDER INNES SCOTT, of Exmouth, Devon, Esq.; and MARY ANN BENNETT, of Hove, Sussex, Spinster. £185 7s. 3d. Consols.—Claimed by Alexander Innes Scott and Mary Ann Hebden (late Bennett) the survivors.

LONDON GAZETTES.

Professional Partnerships Dissolved.

FRIDAY, April 1, 1864.

Morris, J, & W. H. Ashurst, 6 Old Jewry, Solicitors (Ashurst, Son, & Morris). March 30. Wm Hy Ashurst, retired from the business.

Winding-up of Joint Stock Companies.

LIMITED IN CHANCERY.

FRIDAY, April 1, 1864.

British Zinc Rolling Company (Limited).—Petition for winding-up, presented March 19, will be heard before the Master of the Rolls on April 16. Terrell & Chamberlain, Basinghall-st, Solicitors for the petitioner.

Nice Hotel Company (Limited).—Petition for winding-up, presented March 19, will be heard before the Master of the Rolls on April 16. Taylor, Great St Helen's, Solicitor for petitioner.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, April 1, 1864.

Armitage, John Lister, Mirfield, York, Land Surveyor. May 31. Chambers, York.

Cox, Eliz, Richmond, Surrey, Widow. Sept 1. Baddeley & Son, Leman-st.

Crapper, John, Halifax, Innkeeper. April 30. Norris & Foster, Halifax.

Cubitt, Wm, Penton Lodge, near Andover, Esq, M.P. June 1. Evans, Lincoln's-inn-fields.

Dawson, Thos, Sheffield, Table Knife Manufacturer. May 14. Rodgers & Thomas, Sheffield.

Gray, Hannah, Broughton, Bucks, Spinster. April 23. Horwood, Aylesbury.

Lownds, Jas, Newcastle-upon-Tyne, Gent. July 1. Chater & Co, Newcastle-upon-Tyne.

Mackie, Mrs Helen, Eccleston-st, Belgrave-sq, Widow. May 15. Birch & Ingram, Lincoln's-inn-fields.

Muncaster, Right Hon Lowther, Lord, Grosvenor-pl. May 26. Baker, Baker, & Folder, Lincoln's-inn-fields, and Boodle & Partington, 9, Davies-street, Berkeley-sq.

Page, Helen, Aston-juxta-Birm, Widow. May 16. Dimbleby, Birm.

Rawlins, John, Guildford, Surrey, Baker. May 14. Capron, Guildford.

Ritso, Ellen, Ramsgate, Widow. June 1. Martin & Daniel, Ramsgate.

Rothwell, Richd, Burnley, Lancaster, Innkeeper. May 1. Shaw & Co, Burnley.

Routledge, Hy, Baldock, Hertford, Draper. June 24. Veasey, Baldock.

Shaw, Wm, Everton, Lancaster, Assistant Overseer. May 9. Holden, Lpool.

Stedman, Jas, Guildford, Surrey, Surgeon. May 14. Capron, Guildford.

Travis, Jas, Halifax, Gent. April 30. Norris & Foster, Halifax.

Whitsons, Joseph, Newport, Salop, Watchmaker. April 21. Liddle, Newport.

TUESDAY, April 5, 1864.

Burnett, Emma, Guildford-st, Russell-sq, Widow. June 1. Crowdy, Serjeants'-inn.

Crowe, John, Lpool, Merchant. May 30. Fletcher & Co, Lpool.

Gall, Geo, Threadneedle-st, London, Gent. April 30. Crosse, Bell-yard, Doctors'-commons.

Gilbert, Hy, Suffolk-pl, Pall Mall, Dentist. April 17. Robinson & Tomlin, Jermyn-st.

Havers, Thos, Thelton, Norfolk, Esq. June 1. Muskett & Garrod, Diss.

Leapingwell, Geo, Cambridge, Esq, LL.D. June 24. Wayman, Cambridge.

Lester, Joseph, Barnet, Innkeeper. May 21. Balden, Southampton-bldgs.

Maltby, Rev John Ince, Shelton, Nottingham, Clerk. May 13. Ashley, Newark-upon-Trent.

Percival, Susannah, Thornton's New Cottages, nr Barnet, Widow. May 1. Price, Abchurch-lane.

Sands, Thos, Church-st, Bethnal-green, Beer Retailer. April 20. Farrer & Co, Gt Carter-lane.

Sparry, Thos, Nutbourne, Sussex, Farmer. June 1. Mant, Storrington.

Spendelow, Wm, Jervis, Cheswardine, Salop, Land Surveyor. April 21. Liddle, Newport.

Wroe, Benj, sen, Birstal, York, Yeoman. May 1. Taylor & Co, Bradford.

Assignments for Benefit of Creditors.

TUESDAY, April 5, 1864.

Bond, Wm Lucas, Southmolton, Saddler. March 9. Pearse & Crosse Southmolton.

Nuthall, Danl, King's Lynn, Norfolk, Grocer. March 11. Clowes & Hickley, King's-bench-walk.

Wykes, Wm, Auction Mart Coffee House, London, Victualler. March 9. Holmes, Poultry.

Deeds registered pursuant to Bankruptcy Act, 1861.

FRIDAY, April 1, 1864.

Bartlett, Abraham, Birm, Clothier. March 15. Comp. Reg March 30.

Bennett, Chas Geo, Ingram-ct, Old Broad-st, Wine Merchant. March 23. Comp. Reg March 30.

Birch, Wm, Rostron, Chester, Innkeeper. March 5. Asst. Reg March 31.

Carr, Thomasine, Widow, South Moor, Durham, Grocer. March 7. Conv. Reg March 31.

Challiner, Geo Read, Rowley Regis, Victualler. March 7. Comp. Reg April 1.

Chapman, Thos Robt, Norwich, Butcher. March 7. Conv. Reg April 1.

Cohen, Hermann, Lpool, Importer of Fancy Goods. March 9. Conv. Reg March 30.

Crease, Edwd Smith, Tavistock, Mining Engineer. March 18. Asst. Reg March 31.

Doubleday, Fras Adams, Nottingham, Lace Manufacturer. March 17. Comp. Reg March 31.

Elkan, Louis, Gresham-st, London, General Merchant. March 24. Comp. Reg March 30.

Elkins, Edwd, Newman-st, Oxford-st, Gent. March 18. Comp. Reg March 31.

Farrar, Abraham, Rochdale, Draper. March 4. Conv. Reg March 31.

Ferrario, Chas, Percy-circus, Pentonville, Middlx, General Agent. March 23. Reg March 31.

Fry, Saml, Lpool, and Newton-le-Willows, nr Warrington, Grocer. March 8. Comp. Reg March 30.

Hartley, Thos, Plumpton Mill, nr Bury, Woollen Manufacturer. March 2. Conv. Reg March 30.

Higgins, Saml Meyrick, Iccomb, Worcester, Clerk. March 1. Comp. Reg March 30.

Hill, Abel, Plymouth, Draper. March 1. Conv. Reg March 30.

Hill, John, Waterloo-rd, Surrey, Upholsterer. March 4. Asst. Reg March 31.

Howitt, Thos, Nottingham, Printer. March 29. Comp. Reg March 31.

Jefferson, John, Scarborough, Grocer. March 17. Conv. Reg April 1.

Landsberg, Hy, Westmoreland-pl, City-rd, Artificial Florist. March 21. Comp. Reg March 30.

Morris, Louise Frances, Rathbone-pl, Oxford-st, Wool Dealer. March 21. Asst. Reg March 31.

Morris, Thos, Pendleton, Lancaster, Draper. March 3. Asst. Reg March 30.

Moss, Saml, Macclesfield, Silkman. March 12. Comp. Reg March 31.

Nicholls, Thos, Swindon, Wilts, Tailor. March 4. Asst. Reg March 31.

Owen, Walter, Sheffield, Chemist. Feb 29. Asst. Reg March 30.

Reynolds, Wm, Leeds, Confectioner. March 2. Asst. Reg March 30.

Rickman, Wm, & Christopher Hill, Poole, Corn Merchants. March 1. Comp. Reg March 30.

Rodway, Fredk, Cheltenham, Butcher. March 3. Asst. Reg March 30.

Rollett, John, Nottingham, Box Maker. March 18. Conv. Reg March 31.

Stortz, Philip Christian, Lpool, Photographic Artist. March 1. Inspectorship. Reg March 30.

Sutton, Edwd, & Wm Oldroyd, Louth, Drapers. March 2. Asst. Reg March 30.

Swaine, Jonathan, Bradford, Comm Agent. March 2. Comp. Reg March 30.

Temple, Jas & Edwd Temple, Blyth, Northumberland, Drapers. March 4. Conv. Reg March 30.

Thwaites, Thos Smith, Blackman-st, Southwark, Tailor. March 9. Conv. Reg April 1.

Tidman, Lewis, Bath, Tailor. March 2. Conv. Reg March 30.

Underwood, Jas, Bath, Baker. March 3. Conv. Reg March 30.

Wells, Geo, jun, Tonbridge Wells, Builder. March 7. Conv. Reg March 30.

Whitcher, Jesse, Hythe, Hants, Draper. March 10. Conv. Reg March 31.

TUESDAY, April 5, 1864.

Bell, Geo Hy, Meldon Park Corner, Northumberland, Innkeeper. March 15. Conv. Reg April 5.

Brett, Mark, Lpool, Tailor. March 19. Comp. Reg April 1.

Bryant, Henderson, Bedminster, Grocer. March 23. Conv. Reg April 4.

Chapman, Geo, Brighton, Law Stationer. March 21. Asst. Reg April 4.

Crawshaw, Geo, Ossett, York, Mungo Dealer. March 17. Asst. Reg April 2.

Dean, Wm Hy, Durham, Wool Stapler. March 16. Conv. Reg April 1.

Dee, Wm, Beverley, Innkeeper. March 4. Comp. Reg April 1.

Denholme, Alex, Bradford, Tailor. March 9. Asst. Reg April 5.

Dimsdale, Edwin Alphonso, Bull's-pl, Sheperdess-walk, Middx, Draper. March 15. Asst. Reg April 4.

Eagle, Alf. Boxtead, Suffolk, Farmer. March 7. Conv. Reg April 1.

Edwards, Moses Thos, Conway, Carnarvon, Timber Dealer. March 14. Comp. Reg April 4.

Fletcher, Abel, Sedgley, Stafford, Miller. March 23. Asst. Reg April 2.
Foster, Richd, Bridlington, York, Miller. March 26. Conv. Reg April 4.
Galloway, Jas, Carlisle, Grocer. March 16. Asst. Reg April 1.
Gibson, Danl, Manch, Grocer. March 29. Conv. Reg April 4.
Grant, John Tucker, Zeal Monachorum, Devon, Farmer. March 23. Comp. Reg April 2.
Green, John, Oxford, Upholsterer. March 11. Asst. Reg April 1.
Greening, Wm, Birm, Tailor. March 14. Conv. Reg April 1.
Heron, Geo, Birkenhead, Builder. March 19. Comp. Reg April 5.
Hockliffe, Wm, Bedford, Furniture Dealer. March 5. Asst. Reg April 2.
Kelly, Jas, Hulme, Manch, Grocer. March 2. Conv. Reg March 30.
Lilley, John, Gt Bolton, Lancaster, Farmer. March 7. Conv. Reg April 4.
Loftus, Geo Wm (commonly called Lord Loftus), Somerset-st, Portman-sq, Esq. March 18. Comp. Reg April 2.
Lonsdale, John, Church, Lancaster, Cabinet Maker. March 5. Comp. Reg April 2.
Musson, Joseph Mackley, and Robert Mackley Musson, Nottingham, Hosiers. March 8. Conv. Reg April 1.
Mars, Jas Washington, Lpool, Circus Proprietor. April 4. Comp. Reg April 4.
Marshall, Silvester, Horton, nr Bradford, Linendraper. March 11. Asst. Reg April 4.
Meli, Giovanni, Stoke-upon-Trent, Parian Manufacturer. March 26. Comp. Reg April 4.
Miller, John James, Birmingham, Chemist. March 7. Conv. Reg April 1.
Morris, Wm, and Richd Broad Nichols, Manch, Merchants. March 8. Comp. Reg April 4.
Munckton, Robt, Combe St Nicholas, Somerset, Innkeeper. March 21. Comp. Reg April 4.
Murray, James, Maryport, Grocer. March 7. Conv. Reg April 4.
Partington, Jane Mary, Tilesford, Worcester, Farmer. March 9. Asst. Reg April 2.
Pearson, Joseph, Manch, Grocer. March 4. Comp. Reg April 1.
Pell, Wm, & Fras Pell, Kettering, Shoe Manufacturers. March 5. Conv. Reg April 1.
Preston, Alf, Northampton, Beerseller. March 15. Conv. Reg April 2.
Preston, Ely Hebb, Nottingham, Boot Manufacturer. March 22. Conv. Reg April 2.
Priddle, Thos Linton, Linton-grove, Norwood, Builder. March 30. Asst. Reg April 1.
Ratcliff, John, Panfield, Essex, Farmer. March 7. Asst. Reg April 4.
Scott, Wm, Huddersfield, Accountant. March 10. Conv. Reg April 4.
Somers, Lawrence, Aldersgate-st and City-rd, Wholesale Stationer. March 22. Comp. Reg April 2.
Thomas, Saml, Zoar-pl, Cold Harbour-lane, Surrey, Undertaker. March 7. Conv. Reg April 2.
Tibballs, John, Earl Shilton, Leicester, Farmer. March 5. Conv. Reg April 1.
Tippetts, Jas Berriman, & John Whitley Tippetts, Lpool, Drapers. March 10. Conv. Reg April 2.
Tutty, Saml, Fotherby, Lincoln, Blacksmith. March 9. Asst. Reg April 2.
Vincent, Jas, Nottingham, Silk Broker. March 17. Conv. Reg April 5.
White, Chas John, Bristol. March 16. Conv. Reg April 1.
Winning, Hy, Newcastle-under-Lyme, Baker. March 19. Asst. Reg April 4.
Woods, Wilfred, Leighton Buzzard, Nurseryman. March 23. Comp. Reg April 4.

Bankrupts.

FRIDAY, April 1, 1864.

To Surrender in London.

Armitage, Jas, Walcot-sq, Lambeth, Traveller. Pet March 26. April 19 at 12. Peverley, Coleman-st.
Ashley, Thos, East-lane, Bermondsey, Skin Dyer. Pet March 26. April 12 at 2. Robertson, Martins-lane, Cannon-st.
Baker, Chas, Star-corner, Bermondsey, Butcher. Pet March 24 (for pau). April 12 at 12. Aldridge.
Barnett, Joseph, & Andrew Barnett, High-st, Southwark, Victuallers. Pet March 30. April 12 at 12. Thompson & Son, Cornhill.
Brady, Edwd, Woolwich, Carpenter. Pet March 30. April 12 at 12. Hughes, Old Broad-st.
Brown, Edwd, Albert-ter, Paddington, Furrier. Pet March 26. April 12 at 1. Drake, Gresham-st.
Conning, John, Queen-st, Grosvenor-sq, Carpenter. Pet March 30. April 19 at 1. Hill, Basinghall-st.
Graham, John Bardon, Woolwich, Victualler. Pet March 26. April 12 at 12. Peverley, Coleman-st.
Hermon, John, West-lane, Bermondsey, Victualler. Pet March 24 (for pau). April 25 at 11. Aldridge.
Hill, Geo Rowland, Leipsic-rd, Camberwell, Commercial Traveller. Pet March 30. April 12 at 12. Moss, Moorgate-st.
Kahn, Maurice, Seething-lane, Wine Merchant. Pet March 18. April 25 at 11. Plunkett, Milk-st.
Lobb, Wm, Enfield, Shopkeeper. Pet March 26. April 12 at 1. Drake, Gresham-st.
Mason, John, Middleton-pl, Kingsland, Butcher. Pet March 30. April 12 at 12. Mason, Quality-ct.
Parker, John, Haverstock-st, Camden-town, Wheelwright. Pet March 24. April 19 at 12. Bartley, Bucklersbury.
Pook, Hy, Basinghall-st, Solicitor. Pet March 24. April 23 at 11. Lewis, Gt Marlborough-st.
Rawlings, John, Chapel-st, Somers-town, Butcher. Pet March 30. April 16 at 12. Bartley, Bucklersbury.
Slingsby, Saml, Chatham, Victualler. Adj March 21. April 16 at 12. Aldridge.
Spain, Hy, Wellington-st, Islington, Shopkeeper. Pet March 30. April 16 at 12. Marshall, Lincoln's-inn-fields.

To Surrender in the Country.

Anning, John, Colyton, Devon, Mason. Pet March 28. Axminster, April 11 at 11. Hillman, Lyme Regis.
Bagnall, Sampson, Saverley-green, Stafford, Innkeeper. Pet March 24. Stone, April 25 at 11. Young, Longton.
Beaty, Anne, Brighton, Victualler. Pet March 30. Brighton, April 18 at 11. Hudson, Brighton.
Caviess, Robt, Little Gonerby, Lincoln, Coal Dealer. Pet March 26 Grantham, April 15 at 11. Malim, Grantham.
Crookes, Chas, Normanton Springs, nr Sheffield, Sickle Grinder. Pet March 29. Sheffield, April 13 at 1. Broadbent, Sheffield.
Garratt, Ann, Gannow-green, Worcester, Widow, Farmer. Pet March 30. Birm, May 6 at 12. Parry, Birm.
Gummersall, Nanny, Bradford, Card Maker. Pet March 29. Leeds, April 14 at 11. Hill, Bradford, and Simpson, Leeds.
Hodson, Geo Ker, Kingston-upon-Hull, Spirit Merchant. Pet March 24. Leeds, April 13 at 12. England & Co, Hull.
Holland, Walter, Horfield, Gloucester, Baker. Adj March 24 (for pau). Bristol, April 15 at 12.
King, Thos, Hove, Sussex, Fly Master. Pet March 30. Brighton, April 18 at 11. Hudson, Brighton.
Lapsley, Claud, & Peter Joseph Morfee, Kirkdale, Lpool, Timber Merchants. Pet March 30. Lpool, April 14 at 11. Barrell, Lpool.
Leece, John, St Bees, Cumberland, Joiner. Pet March 22. Whitehaven, April 13 at 10. Paitson, Whitehaven.
Lewthwaite, Robt, Bury, Builder. Pet March 30. Manch, April 15 at 11. Sutton, Manch.
Markwald, Marcus, Hull, Jeweller. Adj Feb 17. Kingston-upon-Hull, April 8 at 11. Stead, Hull.
Marshall, John, Wallsend, Northumberland, Boot Maker. Pet March 28. North Shields, April 15 at 11. Adamson, North Shields.
Massam, John, Bariby, York, Potatoe Dealer. Pet March 29. Selby, April 16 at 11. Bantoft, Selby.
Mason, Robt, Worcester, Music Seller. Pet March 31. Birm, April 22 at 12. Wright, Birm, and Rea, Worcester.
Masters, Saml, Kingston-upon-Hull, Fisherman. Pet March 28. Kingston-upon-Hull, April 11 at 11.30. Ayre, Hull.
Mitchell, Wm, Huddersfield, Cloth Finisher. Pet Feb 22. Huddersfield, April 18 at 10. Freeman, Huddersfield.
Moon, Richd, Liskeard, Watch Maker. Pet March 30. Liskeard, April 13 at 11. Hingston.
Ray, Herbert Tomlinson, Crewe, Plumber. Pet March 24. Nantwich, April 5 at 10. Salt, Tunstall.
Simms, Saml, Hillside, Bristol, Beerseller. Adj March 24. Bristol, April 15 at 12.
Stones, Jeremiah, & John Musgrave, Holbeck, nr Leeds, Cloth Manufacturers. Pet March 30. Leeds, April 18 at 11.15. North & Sons, Leeds.
Sunderland, Saml, Hipperholme, nr Halifax, Farmer. Pet March 28. Halifax, April 15 at 10. Holroyde, Halifax.
Walbran, Peter, Thirsk, Grocer. Pet March 28. Thirsk, April 7 at 11. Mason, York.
Walker, Wm, Stockport, Victualler. Pet March 30. Stockport, April 15 at 12. Ambler, Manch.
Walsh, John, Ellesmere, Salop, Draper. Pet March 31. Birm, April 22 at 12. Hodgson & Son, Birm, and Salter, Ellesmere.
Warren, Jas, Kickinghall Superior, Suffolk, Beerseller. Pet March 29. Diss, April 14 at 11. Gross, Botesdale.
Waterhouse, Thos, Salford, Baker. Pet March 30. Salford, April 16 at 9.30. Farrington, Manch.
Whittaker, Thos Wm, Manch, Cabinet Maker. Pet March 30. Manch, April 11 at 11. Mann, Manch.
Wild, Matilda, Birm, Butcher. Adj March 18. Birm, April 22 at 12. James & Griffin, Birm.
Wilson, Joseph Geo, Kidderminster, Grocer. Pet March 28. Kidderminster, April 20 at 10. Boycott, Kidderminster.

TUESDAY, April 5, 1864.

To Surrender in London.

Abrahams, Alf, Lamb's Conduit-st, Tobacconist. Pet March 31 (for pau). April 19 at 1. Aldridge.
Alexander, John, Park-ter, Kennington-park, Labourer. Pet March 31. April 19 at 11. Kempster, Kennington-lane.
Booth, Geo, Sydenham, Brickmaker. Pet April 2. April 19 at 12. Holmer & Co, Dowgate-hill.
Brooks, Isaac, Skipper's-folly, Old Gravel-lane, out of business. Pet March 31. April 19 at 11. Hill, Basinghall-st.
Cock, Geo Augustus, Bath-st, City-rd, Bonnet Block Maker. Pet April 1. April 19 at 12. Marshall, Lincoln's-inn-fields.
Cropp, John, Upper Seymour-st, Euston-sq, Victualler. Pet April 1 (for pau). April 19 at 1. Aldridge.
Davies, John, Drake-st, Red Lion-sq, Compositor. Pet March 31 (for pau). April 19 at 11. Aldridge.
Edwards, John, St Swithin's-lane, Solicitor. Pet April 4. April 16 at 11. Chidley, Old Jewry.
Fleming, Thomas, Rose-ter, Stepney-green, Builder. Pet April 2. April 25 at 11. Baylis, Old Jewry.
Freeman, Edw, Southampton, Grocer. Pet April 1. April 25 at 12. Paterson & Son, Bouverie-st, and Mackey, Southampton.
Gibbins, Geo, Ashburnham-rd, Greenwich, Sausage Dealer. Pet March 31. April 25 at 1. Marshall, Lincoln's-inn-fields.
Gregson, Saml Smith, Beckford-row, Walworth, Linendraper. Pet March 24. April 19 at 11. Asburst & Co, Old Jewry.
Hale, John, Carlton-st, Kentish-town, Builder. Pet March 30. April 19 at 2. Elcum & Hocombe, Bedford-row.
Israel, John Isaac, Rowland-row, Stepney, Dealer in Tongues. Pet March 31 (for pau). April 19 at 1. Aldridge.
Ivett, Ephraim, Bedford, Butcher. Pet April 1. April 19 at 12. Thomas & Hollams, Mincing-lane, and Conquest & Stimson, Bedford.
Johnson, Christopher, Colchester, Cattle Dealer. Pet April 1. April 19 at 11. Porter, Coleman-street.
Lewis, John, John-st, Harrow-rd, Tailor. Pet April 1 (for pau). April 19 at 2. Aldridge.
Mason, Jonathan Allen, Clifton-st, Finsbury, Cheesemonger. Pet April 1. April 19 at 11. Roscoe & Hincks, King-st, Finsbury.
Miller, Saint Andrew, Charlwood-st, Westminster, Comm Agent. Pet April 1 (for pau). April 19 at 11. Aldridge.
Pignat, Leon, Denmark-st, Bloomsbury, Importer of Foreign Goods. Pet April 1. April 16 at 11. Templeman, Milton-st.
Richardson, Hy, Brighton, out of business. Pet April 1. April 19 at 11. Rodwell, Connaught-ter.
Rose, Chas, Clare-st, Clare-market, Victualler. Pet March 31. April at 12. Pawle & Lovesy, New-inn.
Rust, Wm, Newgate-market, Victualler. Pet March 31 (for pau). April 16 at 11. Aldridge.

Short, Stephen Sams, City-rd, Barman. Pet April 1 (for pau). April 19 at 2. Aldridge.
Silvester, Alfred, New Bond-st, Photographic Artist. Pet March 31. April 19 at 1. St Aubyn, Moorgate-st.
Smith, Fredk John, Bromley, Kent, Wine Merchant. Pet March 31. April 16 at 11. Mackeson & Goldring, Lincoln's-inn-fields.
Spencer, Sarah, Upper Kennington-lane, Lodging-house Keeper. Pet March 24 (for pau). April 19 at 1. Aldridge.
Swift, Wm Hy, York-rd, City-rd, Beerseller. Pet April 2. April 19 at 11. Lewis & Lewis, Ely-pl.

To Surrender in the Country.

Ackroyd, Jas Crampton, Tickhill, York, Horse Dealer. Pet March 31. Sheffield, April 16 at 10. Thompson, Bradford, and Bond & Barwick, Leeds.
Alexander, Wm, Brightlingsea, Essex, Sawyer. Pet April 2. Colchester, April 16 at 11.30. Jones, Colchester.
Bates, Mathew, Bates, Huddersfield, Comm Agent. Pet March 18. Huddersfield, April 18 at 10. Dransfield, Huddersfield.
Baylis, Thos, Stafford, Grocer. Pet April 1. Stafford, April 11 at 11. Hinds, Stafford.
Bigg, Chas, Luton, Bootmaker. Pet March 31. Luton, April 18 at 4. Simpson, Luton.
Braithwaite, Wm, Stockton-on-the-Forest, York, Brickmaker. Pet March 15. York, April 13 at 11. Mason, York.
Chadwick, Thompson, Mexbrough, nr Doncaster, Cattle Dealer. Pet March 24. Doncaster, April 18 at 11.
Charlton, Isaac, Lpool, Provision Dealer. Pet March 31. Lpool, April 16 at 11. Evans & Co, Lpool.
Connold, Wm Henri, York, Watchmaker. Pet March 29. York, April 16 at 11. Mason, York.
Coombes, Alf, Winterbourne, Gloucester, Bootmaker. Pet April 2. Bristol, April 22 at 12. Hill.
Crofts, Robt, Redmile, Leicester, Shopkeeper. Pet March 29. Grantham, April 15 at 11. Malim, Grantham.
Davies, Thos Cheese, Swansea, Victualler. Pet March 29. Swansea, April 18 at 2. Morris, Swansea.
Drewery, Geo, Kingston-upon-Hull, Innkeeper. Adj March 16. Kingston-upon-Hull, April 20 at 12.
Durbin, Jas, Nailsea, Somerset. Pet March 31. Bristol, April 15 at 12. Bayley, Nailsea.
Furness, Jonathan, Bakewell, Derby, Shoemaker. Pet March 29. Bakewell, April 12 at 11. Neale, Matlock.
Green, Chas, Tunley, Somerset, Smith. Pet March 31. Bath, April 20 at 11. Wilton, Bath.
Green, Lewis, Birm, Tailor. Pet March 31. Birm, May 3 at 10. East, Birm.
Greengrass, Thos, Norwich, Bricklayer. Pet April 2. Norwich, April 18 at 11. Chittock, Norwich.
Harris, Wm Chas, Leominster, Farm Bailiff. Pet April 2. Birm, April 22 at 12. James & Griffin, Birm.
Harrison, John, Birkenhead, Mason. Pet April 1. Birkenhead, April 18 at 10. Rymer, Lpool.
Herring, Wm, & Thos Alsop Bradley, Handsworth Woodhouse, York, Colliery Owners. Pet March 24. Sheffield, April 16 at 10. Smith & Burdekin, Sheffield.
Jackson, Wm, Bootle-cum-Bamford, Lancaster, Innkeeper. Pet March 31. Bury, April 13 at 11. Watson, Bury.
Jobson, Wm Hunter, Newcastle-upon-Tyne, Accountant's Clerk. Pet April 2. Newcastle, April 20 at 12. Scaife & Britton, Newcastle-upon-Tyne.
Jones, Hy, Gors, nr Holyhead, Farmer. Pet April 2. Lpool, April 18 at 12. Evans & Co, Lpool.
Jones, Margaret, Bristol, Schoolmistress. Pet April 1. Bristol, April 15 at 12. Clifton & Brooking.
Lusher, Wm, Cambridge, Grocer. Pet April 1. Cambridge, April 13 at 1. Whitehead & French, Cambridge.
Mably, Hy, Boscastle, Cornwall, Innkeeper. Pet March 30. Camelford, April 20 at 11. King, Camelford.
Nettleton, Eliz, Leeds, Lodging-house Keeper. Pet March 29. Leeds, April 20 at 12. Harle, Leeds.
Otter, John, Binbrook, Lincoln, Victualler. Pet March 30. Kingston-upon-Hull, April 20 at 12. Brown & Son, Lincoln.
Peters, Catherine, Maidstone, Grocer. Pet March 30. Maidstone, April 16 at 1. Goodwin, Maidstone.
Robinson, Robt, Back, Lancaster, Farmer. Pet March 31. Manch, April 19 at 12. Parry & Son, Manch.
Rogers, Saml, Plymouth, Provision Merchant. Pet April 1. Exeter, April 15 at 12.30. Laidman & Tremewen, Exeter.
Spearman, Hy, Colchester, Stationer. Pet March 22. Colchester, April 16 at 12. Moore, Ipswich.
Spring, Wm Hy, Swansea, Victualler. Pet March 29. Swansea, April 18 at 2. Morris, Swansea.
Terrell, John Barge, Manch, Print Salesman. Pet March 31. Manch, April 18 at 9.30. Gardner, Manch.
Thompson, Geo Smith, Chester, Seedsman. Pet April 2. Lpool, April 18 at 12. Churton, Chester.
Wadley, David, Worcester, Grocer. Pet March 30. Evesham, April 20 at 11. Eades, Evesham.
Ward, Thos, Leeshill, nr Uttoxeter, Farmer. Pet March 30. Birm, April 18 at 12. Blair & Co, Uttoxeter, and James & Griffin, Birm.
White, Chas, Market Deeping, Publican. Pet April 1. Spalding, April 18 at 10. Maples, Spalding.
Wood, Jas, Newton, nr Hyde, Chester, Innkeeper. Pet March 31. Hyde, April 20 at 1. Grundy, Manch.
Wood, Joshua, Worcester, Gun Maker. Pet March 31. Birm, April 18 at 10. Wilson, Worcester, and Wright, Birm.

BANKRUPTCY ANNULLED.

TUESDAY, April 5, 1864.

Nicholson, John, Ugthorpe, York, Farmer. March 31.

ESTATE EXCHANGE REPORT.

AT THE MART.

April 1.—By Messrs. NORTON, HOGGART, & TRIST.

Freehold property, situate No. 15, Philpot-lane, and No. 34, Eastcheap, City. No. 15, Philpot-lane, is let on lease for 10 years from December, 1860, at a rent of £350 per annum. No. 34, Eastcheap, is let on lease for 21 years from September, 1851, at a rental of £310 per annum—Sold for £28,200.

Freehold building land, situate in the parish of Hornsey, with a frontage to the high-road leading from Highgate to Hampstead, and comprising about 4 acres; let upon lease for a term of 13½ years from March, 1856, at a rent of £17 14s. per annum—Sold for £1,450.

By Messrs. DRIVER & CO.

Leasehold residence, with shop and premises, situate and being No. 166, New Bond-street; held on lease for a term of 61 years, from June, 1851, at a ground-rent of £39 per annum, and producing a rental of £286 per annum—Sold for £7,900.

April 6.—By Mr. NEWBON.

Leasehold residence situate and being No. 34, Compton-terrace, Upper-street, Islington; held for 82 years from March, 1835, at a ground-rent of £2 per annum; let at £80—Sold for £1,160.

Leasehold villa residence, being No. 19, Grove-villas, Highbury; held on lease for the unexpired term of 78 years from September, 1884, at a ground-rent of £30 per annum, and of the value of £100 per annum—Sold for £830.

By Mr. JOHN DAWSON.

Leasehold improved ground-rent of £55 18s., with reversion arising from 12 houses in Randolph-street, and Prebend-street, Camden-town; held for a term of 96 years from Christmas, 1825—Sold for £1,150.

April 7.—By Mr. MARSH.

Leasehold villa residence, situate and being No. 19, Hanover-terrace-villas, Clarendon-road, Notting-hill, let to a yearly tenant at £75 per annum; held for a term of £94 years from September, 1844, at a ground-rent of £15 per annum.—Sold for £660.

One-eighth share in freehold manufacturing premises situate in New Park-street, Southwark; held on lease for a term of 15 years, unexpired from Midsummer next, at a rental for the said share of £15 per annum—Sold for £295.

By Messrs. STUCKEY & PHIPPS.

Leasehold estate consisting of 28 dwelling-houses, comprising the whole of Bridgefield-grove, Bridgefield-terrace, and Bridgefield-grove-cottages; held by separate leases for an unexpired term of 98 years from Christmas last, at a ground-rent of £84; let at rentals amounting to £453 18s. per annum—Sold for £3,000.

By Messrs. TOPLIS & ROBERTS.

Freehold ground-rents, amounting to £73 16s. per annum, secured on 26 houses situate in Hamilton-road, Lower Norwood—Sold for £465.

AT GARRAWAY'S.

April 4.—By Mr. J. J. ORGILL.

Lease and goodwill-in-trade of the Prince of Wales Wine and Spirit Vaults, with stable and coach-house in the rear; held by lease for an unexpired term of 33½ years from Lady-day, 1864, at a rent of per annum £80—Sold for £2,800.

By Messrs. DANIEL CRONIN & SONS.

Lease and goodwill of the Marquess Tavern, public-house and wine and spirit establishment, situate and being in Canonbury-street, Lower-road, Islington; held by lease for a term, whereof 83 years were unexpired on June last, at a rent of per annum £48—Sold for £2,150.

Lease and goodwill of the Corner Pin Wine and Spirit Establishment, situate in Goswell-street, together with house adjoining; held on lease together for a term, whereof 20 years were unexpired at Midsummer last, at a rent of per annum £84—Sold for £2,530.

April 5.—By Messrs. CRAFTER & SON.

Lease, goodwill, and possession of the Marine Hotel, situate opposite the Tidal Basin railway-station; held for an unexpired term of 34 years from Christmas, 1863, subject to a rent of £120—Sold for £2,510.